Additional, non-property specific exhibits

(as referenced in the Acquisition and Contribution Agreement and Joint Escrow Instructions dated March 22, 1999)

Exhibit "B"
Partnership Unit Designation

EXHIBIT "B"

PARTNERSHIP UNIT DESIGNATION
OF THE
CLASS THREE PARTNERSHIP PREFERRED UNITS
OF
AIMCO PROPERTIES, L.P.

1. *Number of Units and Designation.*

A class of Partnership Preferred Units is hereby designated as "Class Three Partnership Preferred Units," and the number of Partnership Preferred Units constituting such class shall be _____ (_____).

2. *Definitions.*

Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Third Amended and Restated Agreement of Limited Partnership of AIMCO Properties, L.P. as amended, supplemented or restated from time to time (the "Agreement"), as modified by this Partnership Unit Designation and the defined terms used herein. For purposes of this Partnership Unit Designation, the following terms shall have the respective meanings ascribed below:

"*Assignee*" shall mean a Person to whom one or more Preferred Units have been Transferred in a manner permitted under the Agreement, but who has not become a Substituted Limited Partner, and who has the rights set forth in Section 11.5 of the Agreement.

"*Cash Amount*" shall mean, with respect to any Tendered Unit, cash in an amount equal to the Liquidation Preference of such Tendered Unit.

"*Class Three Partnership Preferred Unit*" or "*Preferred Unit*" shall mean a Partnership Preferred Unit with the designations, preferences and relative, participating, optional or other special rights, powers and duties as are set forth in this Partnership Unit Designation.

"*Cut-Off Date*" shall mean the fifth (5th) Business Day after the General Partner's receipt of a Notice of Redemption.

"*Declination*" shall have the meaning set forth in Section 6(f) of this Partnership Unit Designation.

"*Distribution Payment Date*" shall have the meaning set forth of Section 4(b) of this Partnership Unit Designation.

"Distribution Rate" shall mean 9.5%, subject to adjustment as provided in Section 4(a) of this Partnership Unit Designation.

"Dividend Yield" shall mean, as of any calculation date and with respect to any class or series of capital stock, the quotient obtained by dividing (i) the aggregate dollar amount of dividends payable on one share of such class or series of capital stock, in accordance with its terms, for the 12 month period ending on the dividend payment date immediately preceding such calculation date, by (ii) the Market Value of one share of such stock as of such calculation date.

"Junior Partnership Units" shall have the meaning set forth in Section 3(c) of this Partnership Unit Designation.

"Liquidation Preference" shall have the meaning set forth in Section 5(a) of this Partnership Unit Designation.

"Majority in Interest of the Limited Partners" means Limited Partners (other than (i) the Special Limited Partner and (ii) any Limited Partner fifty percent (50%) or more of whose equity is owned, directly or indirectly, by the (a) General Partner or (b) any REIT as to which the General Partner is a "qualified REIT subsidiary" (within the meaning of Code Section 856(i)(2))) holding more than fifty percent (50%) of the outstanding Partnership Common Units, Class I High Performance Partnership Units, Class I Partnership Preferred Units, Class One Partnership Preferred Units, Class Two Partnership Preferred Units[,][and] Class Three Partnership Preferred Units[, Class Four Partnership Preferred Units and Class Five Partnership Preferred Units] held by all Limited Partners (other than (i) the Special Limited Partner and (ii) any Limited Partner fifty percent (50%) or more of whose equity is owned, directly or indirectly, by (a) the General Partner or (b) any REIT as to which the General Partner is a "qualified REIT subsidiary" (within the meaning of Code Section 856(i)(2))).

"Market Value" shall mean, as of any calculation date and with respect to any share of stock, the average of the daily market prices for ten (10) consecutive trading days immediately preceding the calculation date. The market price for any such trading day shall be:

(i) if the shares are listed or admitted to trading on any securities exchange or The Nasdaq Stock Market's National Market System, the closing price, regular way, on such day, or if no such sale takes place on such day, the average of the closing bid and asked prices on such day, in either case as reported in the principal consolidated transaction reporting system,

(ii) if the shares are not listed or admitted to trading on any securities exchange or The Nasdaq Stock Market's National Market System, the last reported sale price on such day or, if no sale takes place on such day, the average of the closing bid and asked prices on such day, as reported by a reliable quotation source designated by the General Partner, or

(iii) if the shares are not listed or admitted to trading on any securities exchange or The Nasdaq Stock Market's National Market System and no such last reported sale price

or closing bid and asked prices are available, the average of the reported high bid and low asked prices on such day, as reported by a reliable quotation source designated by the General Partner, or if there shall be no bid and asked prices on such day, the average of the high bid and low asked prices, as so reported, on the most recent day (not more than ten (10) days prior to the date in question) for which prices have been so reported;

provided, however, that, if there are no bid and asked prices reported during the ten (10) days prior to the date in question, the Market Value of the shares shall be determined by the General Partner acting in good faith on the basis of such quotations and other information as it considers, in its reasonable judgment, appropriate; *provided, further*, that the General Partner is authorized to adjust the market price for any trading day as may be necessary, in its judgment, to reflect an event that occurs at any time after the commencement of such ten day period that would unfairly distort the Market Value, including, without limitation, a stock dividend, split, subdivision, reverse stock split, or share combination.

"*Notice of Redemption*" shall mean a Notice of Redemption in the form of Annex I to this Partnership Unit Designation.

"*Parity Partnership Units*" shall have the meaning set forth in Section 3(b) of this Partnership Unit Designation.

"*Partnership*" shall mean AIMCO Properties, L.P., a Delaware limited partnership.

"*Previous General Partner*" shall mean Apartment Investment and Management Company, a Maryland corporation.

"*Primary Offering Notice*" shall have the meaning set forth in Section 6(h)(4) of this Partnership Unit Designation.

"*Public Offering Funding*" shall have the meaning set forth in Section 6(f)(2) of this Partnership Unit Designation.

"*Qualifying Preferred Stock*" shall mean any class or series of non-convertible perpetual preferred stock that (i) has been issued by a corporation that has elected to be taxed as a REIT, (ii) has a fixed rate of distributions or dividends, (iii) has a fixed liquidation preference (and which entitles the holder thereof to no payments other than the payment of distributions at a fixed rate and the payment of a fixed liquidation preference), (iv) is listed on the New York Stock Exchange, (v) cannot be redeemed at the option of the issuer for the first five years after issuance of such class or series of preferred stock and that, at the Reset Date (or, if applicable, as of the date the calculation of the Weighted Average of Preferred Stock Dividend Yields is being made for purposes hereof in respect of such Reset Date) cannot be so redeemed and (vi) is issued by an issuer the unsecured debt of which has an average rating from Moody's Investors Services, Inc., Standard & Poors Rating Services or Duff & Phelps Credit Rating Co. in a category that is one rating category below the average rating, as of such date, of the Previous General Partner's unsecured debt.

"Redemption" shall have the meaning set forth in Section 6(b)(i) of this Partnership Unit Designation.

"Registrable Shares" shall have the meaning set forth in Section 6(f)(2) of this Partnership Unit Designation.

"REIT Shares Amount" shall mean, with respect to any Tendered Units, a number of REIT Shares equal to the quotient obtained by dividing (i) the Cash Amount for such Tendered Units, by (ii) the Market Value of a REIT Share as of the fifth (5th) Business Day prior to the date of receipt by the General Partner of a Notice of Redemption for such Tendered Units.

"Reset Date" shall mean _____, 2004 and every fifth anniversary of such date that occurs thereafter.

"Senior Partnership Units" shall have the meaning set forth in Section 3(a) of this Partnership Unit Designation.

"Single Funding Notice" shall have the meaning set forth in Section 6(f)(3) of this Partnership Unit Designation.

"Specified Redemption Date" shall mean, with respect to any Redemption, the later of (a) the tenth (10th) Business Day after the receipt by the General Partner of a Notice of Redemption or (b) in the case of a Declination followed by a Public Offering Funding, the Business Day next following the date of the closing of the Public Offering Funding; *provided, however,* that the Specified Redemption Date, as well as the closing of a Redemption, or an acquisition of Tendered Units by the Previous General Partner pursuant to Section 6 hereof, on any Specified Redemption Date, may be deferred, in the General Partner's sole and absolute discretion, for such time (but in any event not more than one hundred fifty (150) days in the aggregate) as may reasonably be required to effect, as applicable, (i) a Public Offering Funding or other necessary funding arrangements, (ii) compliance with the Securities Act or other law (including, but not limited to, (a) state "blue sky" or other securities laws and (b) the expiration or termination of the applicable waiting period, if any, under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended) and (iii) satisfaction or waiver of other commercially reasonable and customary closing conditions and requirements for a transaction of such nature.

"Tendering Party" shall have the meaning set forth in Section 6(b) of this Partnership Unit Designation.

"Tendered Units" shall have the meaning set forth in Section 6(b) of this Partnership Unit Designation.

"Weighted Average of Preferred Stock Dividend Yields" shall mean, as of any date of calculation, the average of the Dividend Yields, as of such date, of each Qualifying Preferred Stock (other than a Qualifying Preferred Stock issued by the Previous General Partner) that has been outstanding during the entire year immediately preceding the date of calculation. Each such class of

Qualifying Preferred Stock (except Qualifying Preferred Stock of the Previous General Partner) shall be weighted for its total market value.

3. *Ranking.*

Any class or series of Partnership Units of the Partnership shall be deemed to rank:

(a) prior or senior to the Class Three Partnership Preferred Units, as to the payment of distributions and as to the distribution of assets upon liquidation, dissolution or winding up, (i) if such class or series shall be Class One Partnership Preferred Units or (ii) if the holders of such class or series shall be entitled to the receipt of distributions and of amounts distributable upon liquidation, dissolution or winding up, as the case may be, in preference or priority to the holders of Class Three Partnership Preferred Units (the partnership units referred to in clauses (i) and (ii) of this paragraph being hereinafter referred to, collectively, as "Senior Partnership Units");

(b) on a parity with the Class Three Partnership Preferred Units, as to the payment of distributions and as to the distribution of assets upon liquidation, dissolution or winding up, whether or not the distribution rates, distribution payment dates or redemption or liquidation prices per unit or other denomination thereof be different from those of the Class Three Partnership Preferred Units (i) if such class or series of partnership units shall be Class B Partnership Preferred Units, Class C Partnership Preferred Units, Class D Partnership Preferred Units, Class G Partnership Preferred Units, Class H Partnership Preferred Units or Class J Partnership Preferred Units or (ii) if the holders of such class or series of partnership units and the Class Three Partnership Preferred Units shall be entitled to the receipt of distributions and of amounts distributable upon liquidation, dissolution or winding up in proportion to their respective amounts of accrued and unpaid distributions per unit or other denomination or liquidation preferences, without preference or priority one over the other (the partnership units referred to in clauses (i) and (ii) of this paragraph being hereinafter referred to, collectively, as "Parity Partnership Units"); and

(c) junior to the Class Three Partnership Preferred Units, as to the payment of distributions and as to the distribution of assets upon liquidation, dissolution or winding up, (i) if such class or series of partnership units shall be Partnership Common Units or Class I High Performance Partnership Units or (ii) if the holders of Class Three Partnership Preferred Units shall be entitled to receipt of distributions or of amounts distributable upon liquidation, dissolution or winding up, as the case may be, in preference or priority to the holders of such class or series of Partnership Units (the partnership units referred to in clauses (i) and (ii) of this paragraph being hereinafter referred to, collectively, as "Junior Partnership Units").

4. *Quarterly Cash Distributions.*

(a) The "Quarterly Distribution Amount," as of any date, shall be equal to (i) the Distribution Rate then in effect, multiplied by (ii) $25, and divided by (iii) four. Holders of Preferred Units will be entitled to receive, when and as declared by the General Partner, quarterly cash distributions in an amount per Preferred Unit equal to the Quarterly Distribution Amount in effect as of the date such distribution is declared by the General Partner, and no more. On each Reset Date, the Distribution Rate thereafter in effect shall be adjusted by the General Partner to

equal the lesser of (i) the Distribution Rate in effect immediately prior to such Reset Date or (ii) the Dividend Yield of the class of Qualifying Preferred Stock most recently issued by the Previous General Partner or, if there is no class of Qualifying Preferred Stock of the Previous General Partner outstanding as of any Reset Date, the Weighted Average of Preferred Stock Dividend Yields, calculated as of the end of the calendar quarter immediately preceding such Reset Date; provided, further, that if for any reason there are no classes of Qualifying Preferred Stock of the type described in the definition of "Weighted Average of Preferred Stock Dividend Yields" outstanding on any Reset Date and the reference to the Weighted Average of Preferred Stock Dividend Yields would otherwise be determinative of the calculation of the adjusted Distribution Rate on such Reset Date, the adjusted Distribution Rate for the succeeding five (5) year period shall be the Distribution Rate in effect immediately prior to such Reset Date. Upon any such adjustment of the Distribution Rate, the General Partner shall send a notice describing such adjustment to the holders of the Preferred Units at their respective addresses, as set forth on Exhibit A to the Agreement.

(b) Any such distributions will be cumulative from the date of original issue, whether or not in any distribution period or periods such distributions have been declared, and shall be payable quarterly on February 15, May 15, August 15 and November 15 of each year (or, if not a Business Day, the next succeeding Business Day) (each a "Distribution Payment Date"), commencing on the first such date occurring after the date of original issue. If the Preferred Units are issued on any day other than a Distribution Payment Date, the first distribution payable on such Preferred Units will be prorated for the portion of the quarterly period that such Preferred Units are outstanding on the basis of twelve 30-day months and a 360-day year. Distributions will be payable in arrears to holders of record as they appear on the records of the Partnership at the close of business on the February 1, May 1, August 1 or November 1, as the case may be, immediately preceding each Distribution Payment Date. If the Preferred Units are issued other than on a record date for the payment of distributions to the holders of Preferred Units, the Quarterly Distribution Amount shall, for any quarter in which the Distribution Rate changes on any Reset Date, be appropriately prorated based on the portions of such quarter during which the different Distribution Rates were in effect, on the basis of twelve 30-day months and a 360-day year. Holders of Preferred Units will not be entitled to receive any distributions in excess of cumulative distributions on the Preferred Units. No interest, or sum of money in lieu of interest, shall be payable in respect of any distribution payment or payments on the Preferred Units that may be in arrears. Holders of any Preferred Units that are issued after the date of original issuance will be entitled to receive the same distributions as holders of any Preferred Units issued on the date of original issuance.

(c) When distributions are not paid in full upon the Preferred Units or any Parity Partnership Units, or a sum sufficient for such payment is not set apart, all distributions declared upon the Preferred Units and any Parity Partnership Units shall be declared ratably in proportion to the respective amounts of distributions accumulated and unpaid on the Preferred Units and accumulated and unpaid on such Parity Partnership Units. Except as set forth in the preceding sentence, unless distributions on the Preferred Units equal to the full amount of accumulated and unpaid distributions have been or contemporaneously are declared and paid, or declared and a sum sufficient for the payment thereof has been or contemporaneously is set apart for such payment, for all past distribution periods, no distributions shall be declared or paid or set apart for payment by the Partnership with respect to any Parity Partnership Units.

(d) Unless full cumulative distributions (including all accumulated, accrued and unpaid distributions) on the Preferred Units have been declared and paid, or declared and set apart for payment, for all past distribution periods, no distributions (other than distributions paid in Junior Partnership Units or options, warrants or rights to subscribe for or purchase Junior Partnership Units) may be declared or paid or set apart for payment by the Partnership and no other distribution of cash or other property may be declared or made, directly or indirectly, by the Partnership with respect to any Junior Partnership Units, nor shall any Junior Partnership Units be redeemed, purchased or otherwise acquired (except for a redemption, purchase or other acquisition of Partnership Common Units made for purposes of an employee incentive or benefit plan of the Partnership or any affiliate thereof, including, without limitation, Previous General Partner and its affiliates) for any consideration (or any monies be paid to or made available for a sinking fund for the redemption of any such Junior Partnership Units), directly or indirectly, by the Partnership (except by conversion into or exchange for Junior Partnership Units, or options, warrants or rights to subscribe for or purchase Junior Partnership Units), nor shall any other cash or other property be paid or distributed to or for the benefit of holders of Junior Partnership Units.

(e) Notwithstanding the foregoing provisions of this Section 4, the Partnership shall not be prohibited from (i) declaring or paying or setting apart for payment any distribution on any Parity Partnership Units or (ii) redeeming, purchasing or otherwise acquiring any Parity Partnership Units, in each case, if such declaration, payment, redemption, purchase or other acquisition is necessary to maintain the Previous General Partner's qualification as a REIT.

5. *Liquidation Preference.*

(a) Upon any voluntary or involuntary liquidation, dissolution or winding up of the Partnership, before any allocation of income or gain by the Partnership shall be made to or set apart for the holders of any Junior Partnership Units, to the extent possible, the holders of Preferred Units shall be entitled to be allocated income and gain to the extent necessary to enable them to receive a liquidation preference (the "Liquidation Preference") per Preferred Unit equal to the sum of (i) $25 plus (ii) any accumulated, accrued and unpaid distributions (whether or not earned or declared) to the date of final distribution to such holders; but such holders will not be entitled to any further payment or allocation. Until all holders of the Preferred Units have been paid the Liquidation Preference in full, no allocation of income or gain will be made to any holder of Junior Partnership Units upon the liquidation, dissolution or winding up of the Partnership.

(b) If, upon any voluntary or involuntary liquidation, dissolution or winding up of the Partnership, the assets of the Partnership, or proceeds thereof, distributable among the holders of Preferred Units shall be insufficient to pay in full the Liquidation Preference and liquidating payments on any Parity Partnership Units, then following appropriate allocations of Partnership income, gain, deduction and loss, such assets, or the proceeds thereof, shall be distributed among the holders of Preferred Units and any such Parity Partnership Units ratably in the same proportion as the respective amounts that would be payable on such Preferred Units and any such Parity Partnership Units if all amounts payable thereon were paid in full.

(c) A voluntary or involuntary liquidation, dissolution or winding up of the Partnership will not include a consolidation or merger of the Partnership with one or more

partnerships, corporations or other entities, or a sale or transfer of all or substantially all of the Partnership's assets.

(d) Upon any voluntary or involuntary liquidation, dissolution or winding up of the Partnership, after all allocations shall have been made in full to the holders of Preferred Units and any Parity Partnership Units to the extent necessary to enable them to receive their respective liquidation preferences, any Junior Partnership Units shall be entitled to receive any and all assets remaining to be paid or distributed, and the holders of the Preferred Units and any Parity Partnership Units shall not be entitled to share therein.

6. ***Redemption.***

(a) Except as set forth in Section 6(l) hereof, the Preferred Units may not be redeemed at the option of the Partnership, and will not be required to be redeemed or repurchased by the Partnership or the Previous General Partner except if a holder of a Preferred Unit effects a Redemption, as provided for in Section 6(b) hereof. The Partnership or the Previous General Partner may purchase Preferred Units from time to time in the open market, by tender or exchange offer, in privately negotiated purchases or otherwise.

(b) On or after the first (1st) anniversary of becoming a holder of Preferred Units, a Qualifying Party shall have the right (subject to the terms and conditions set forth herein) to require the Partnership to redeem all or a portion of the Preferred Units held by such Qualifying Party (such Preferred Units being hereafter "Tendered Units") in exchange (a "Redemption") for REIT Shares issuable on, or the Cash Amount payable on, the Specified Redemption Date, as determined by the Partnership in its sole discretion. Any Redemption shall be exercised pursuant to a Notice of Redemption delivered to the General Partner by the Qualifying Party when exercising the Redemption right (the "Tendering Party").

(c) If the Partnership elects to redeem Tendered Units for REIT Shares rather than cash, then the Partnership shall direct the Previous General Partner to issue and deliver such REIT Shares to the Tendering Party pursuant to the terms set forth in this Section 6, in which case, (i) the Previous General Partner, acting as a distinct legal entity, shall assume directly the obligation with respect thereto and shall satisfy the Tendering Party's exercise of its Redemption right, and (ii) such transaction shall be treated, for Federal income tax purposes, as a transfer by the Tendering Party of such Tendered Units to the Previous General Partner in exchange for REIT Shares. In making such election to cause the Previous General Partner to acquire Tendered Units, the Partnership shall act in a fair, equitable and reasonable manner that neither prefers one group or class of Tendering Parties over another nor discriminates against a group or class of Tendering Parties. If the Partnership elects to redeem any number of Tendered Units for REIT Shares, rather than cash, on the Specified Redemption Date, the Tendering Party shall sell such number of the Tendered Units to the Previous General Partner in exchange for a number of REIT Shares equal to the REIT Shares Amount for such number of the Tendered Units. The Tendering Party shall submit (i) such information, certification or affidavit as the Previous General Partner may reasonably require in connection with the application of the Ownership Limit and other restrictions and limitations of the Charter to any such acquisition and (ii) such written representations, investment letters, legal opinions or other instruments necessary, in the Previous General Partner's

view, to effect compliance with the Securities Act. The REIT Shares shall be delivered by the Previous General Partner as duly authorized, validly issued, fully paid and accessible REIT Shares, free of any pledge, lien, encumbrance or restriction, other than the Ownership Limit and other restrictions provided in the Charter, the Bylaws of the Previous General Partner, the Securities Act and relevant state securities or "blue sky" laws. Neither any Tendering Party whose Tendered Units are acquired by the Previous General Partner pursuant to this Section 6, any Partner, any Assignee nor any other interested Person shall have any right to require or cause the Previous General Partner or the General Partner to register, qualify or list any REIT Shares owned or held by such Person, whether or not such REIT Shares are issued pursuant to this Section 6, with the SEC, with any state securities commissioner, department or agency, under the Securities Act or the Exchange Act or with any stock exchange; *provided, however,* that this limitation shall not be in derogation of any registration or similar rights granted pursuant to any other written agreement between the Previous General Partner and any such Person. Notwithstanding any delay in such delivery, the Tendering Party shall be deemed the owner of such REIT Shares for all purposes, including, without limitation, rights to vote or consent, receive dividends, and exercise rights, as of the Specified Redemption Date. REIT Shares issued upon an acquisition of the Tendered Units by the Previous General Partner pursuant to this Section 6 may contain such legends regarding restrictions under the Securities Act and applicable state securities laws as the Previous General Partner in good faith determines to be necessary or advisable in order to ensure compliance with such laws.

(d) The Partnership shall have no obligation to effect any redemption unless and until a Tendering Party has given the Partnership a Notice of Redemption. Each Notice of Redemption shall be sent by hand delivery or by first class mail, postage prepaid, to AIMCO Properties, L.P., c/o AIMCO-GP, Inc., 1873 South Bellaire Street, 17th Floor, Denver, Colorado 80222, Attention: Investor Relations, or to such other address as the Partnership shall specify in writing by delivery to the holders of the Preferred Units in the same manner as that set forth above for delivery of the Notice of Redemption. At any time prior to the Specified Redemption Date for any Redemption, any holder may revoke its Notice of Redemption.

(e) A Tendering Party shall have no right to receive distributions with respect to any Tendered Units (other than the Cash Amount) paid after delivery of the Notice of Redemption, whether or not the record date for such distribution precedes or coincides with such delivery of the Notice of Redemption. If the Partnership elects to redeem any number of Tendered Units for cash, the Cash Amount for such number of Tendered Units shall be delivered as a certified check payable to the Tendering Party or, in the General Partner's sole and absolute discretion, in immediately available funds.

(f) In the event that the Partnership declines to cause the Previous General Partner to acquire all of the Tendered Units from the Tendering Party in exchange for REIT Shares pursuant to this Section 6 following receipt of a Notice of Redemption (a "Declination"):

(1) The Previous General Partner or the General Partner shall give notice of such Declination to the Tendering Party on or before the close of business on the Cut-Off Date.

(2) The Partnership may elect to raise funds for the payment of the Cash Amount either (a) by requiring that the Previous General Partner contribute such funds from the proceeds of a registered public offering (a "Public Offering Funding") by the Previous General Partner of a number of REIT Shares ("Registrable Shares") equal to the REIT Shares Amount with respect to the Tendered Units or (b) from any other sources (including, but not limited to, the sale of any Property and the incurrence of additional Debt) available to the Partnership.

(3) Promptly upon the General Partner's receipt of the Notice of Redemption and the Previous General Partner or the General Partner giving notice of the Partnership's Declination, the General Partner shall give notice (a "Single Funding Notice") to all Qualifying Parties then holding Preferred Units and having Redemption rights pursuant to this Section 6 and require that all such Qualifying Parties elect whether or not to effect a Redemption of their Preferred Units to be funded through such Public Offering Funding. In the event that any such Qualifying Party elects to effect such a Redemption, it shall give notice thereof and of the number of Preferred Units to be made subject thereon in writing to the General Partner within ten (10) Business Days after receipt of the Single Funding Notice, and such Qualifying Party shall be treated as a Tendering Party for all purposes of this Section 6. In the event that a Qualifying Party does not so elect, it shall be deemed to have waived its right to effect a Redemption for the next twelve months; *provided, however*, that the Previous General Partner shall not be required to acquire Preferred Units pursuant to this Section 6(f) more than twice within any twelve-month period.

Any proceeds from a Public Offering Funding that are in excess of the Cash Amount shall be for the sole benefit of the Previous General Partner and/or the General Partner. The General Partner and/or the Special Limited Partner shall make a Capital Contribution of such amounts to the Partnership for an additional General Partner Interest and/or Limited Partner Interest. Any such contribution shall entitle the General Partner and the Special Limited Partner, as the case may be, to an equitable Percentage Interest adjustment.

(g) Notwithstanding the provisions of this Section 6, the Previous General Partner shall not, under any circumstances, elect to acquire Tendered Units in exchange for REIT Shares if such exchange would be prohibited under the Charter.

(h) Notwithstanding anything herein to the contrary, with respect to any Redemption pursuant to this Section 6:

(1) All Preferred Units acquired by the Previous General Partner pursuant to this Section 6 hereof shall be contributed by the Previous General Partner to either or both of the General Partner and the Special Limited Partner in such proportions as the Previous General Partner, the General Partner and the Special Limited Partner shall determine. Any Preferred Units so contributed to the General Partner shall automatically, and without further action required, be converted into and deemed to be a General Partner Interest comprised of an equal number of Partnership Common Units. Any Preferred Units so contributed to the Special Limited Partner shall be converted into Partnership Common Units.

(2) Subject to the Ownership Limit, no Tendering Party may effect a Redemption for less than five hundred (500) Preferred Units or, if such Tendering Party holds (as

a Limited Partner or, economically, as an Assignee) less than five hundred (500) Preferred Units, all of the Preferred Units held by such Tendering Party.

(3) No Tendering Party may (a) effect a Redemption more than once in any fiscal quarter of a Twelve-Month Period or (b) effect a Redemption during the period after the Partnership Record Date with respect to a distribution and before the record date established by the Previous General Partner for a distribution to its shareholders of some or all of its portion of such Partnership distribution.

(4) Notwithstanding anything herein to the contrary, with respect to any Redemption or acquisition of Tendered Units by the Previous General Partner pursuant to this Section 6, in the event that the Previous General Partner or the General Partner gives notice to all Limited Partners (but excluding any Assignees) then owning Partnership Interests (a "Primary Offering Notice") that the Previous General Partner desires to effect a primary offering of its equity securities then, unless the Previous General Partner and the General Partner otherwise consent, commencement of the actions denoted in Section 6(f) hereof as to a Public Offering Funding with respect to any Notice of Redemption thereafter received, whether or not the Tendering Party is a Limited Partner, may be delayed until the earlier of (a) the completion of the primary offering or (b) ninety (90) days following the giving of the Primary Offering Notice.

(5) Without the Consent of the Previous General Partner, no Tendering Party may effect a Redemption within ninety (90) days following the closing of any prior Public Offering Funding.

(6) The consummation of such Redemption shall be subject to the expiration or termination of the applicable waiting period, if any, under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

(7) The Tendering Party shall continue to own (subject, in the case of an Assignee, to the provision of Section 11.5 of the Agreement) all Preferred Units subject to any Redemption, and be treated as a Limited Partner or an Assignee, as applicable, with respect to such Preferred Units for all purposes of the Agreement, until such Preferred Units are either paid for by the Partnership pursuant to this Section 6 or transferred to the Previous General Partner (or directly to the General Partner or Special Limited Partner) and paid for, by the issuance of the REIT Shares, pursuant to this Section 6 on the Specified Redemption Date. Until a Specified Redemption Date and an acquisition of the Tendered Units by the Previous General Partner pursuant to this Section 6, the Tendering Party shall have no rights as a shareholder of the Previous General Partner with respect to the REIT Shares issuable in connection with such acquisition.

For purposes of determining compliance with the restrictions set forth in this Section 6(h), all Partnership Common Units and Partnership Preferred Units, including Preferred Units, beneficially owned by a Related Party of a Tendering Party shall be considered to be owned or held by such Tendering Party.

(i) In connection with an exercise of Redemption rights pursuant to this Section 6, the Tendering Party shall submit the following to the General Partner, in addition to the Notice of Redemption:

(1) A written affidavit, dated the same date as the Notice of Redemption, (a) disclosing the actual and constructive ownership, as determined for purposes of Code Sections 856(a)(6) and 856(h), of REIT Shares and any other classes or shares of the Previous General Partner by (i) such Tendering Party and (ii) any Related Party and (b) representing that, after giving effect to the Redemption, neither the Tendering Party nor any Related Party will own REIT Shares in excess of the Ownership Limit;

(2) A written representation that neither the Tendering Party nor any Related Party has any intention to acquire any additional REIT Shares or any other class of shares of the Previous General Partner prior to the closing of the Redemption on the Specified Redemption Date; and

(3) An undertaking to certify, at and as a condition to the closing of the Redemption on the Specified Redemption Date, that either (a) the actual and constructive ownership of REIT Shares or any other class of shares of the Previous General Partner by the Tendering Party and any Related Party remain unchanged from that disclosed in the affidavit required by Section 6(i)(a) or (b)) after giving effect to the Redemption, neither the Tendering Party nor any Related Party shall own REIT Shares or other shares of the Previous General Partner in violation of the Ownership Limit.

(j) On or after the Specific Redemption Date, each holder of Preferred Units shall surrender to the Partnership the certificate evidencing such holder's Preferred Units, at the address to which a Notice of Redemption is required to be sent. Upon such surrender of a certificate, the Partnership shall thereupon pay the former holder thereof the applicable Cash Amount and/or deliver REIT Shares for the Preferred Units evidenced thereby. From and after the Specific Redemption Date (i) distributions with respect to the Preferred Units shall cease to accumulate, (ii) the Preferred Units shall no longer be deemed outstanding, (iii) the holders thereof shall cease to be Partners to the extent of their interest in such Preferred Units, and (iv) all rights whatsoever with respect to the Preferred Units shall terminate, except the right of the holders of the Preferred Units to receive Cash Amount and/or REIT Shares therefor, without interest or any sum of money in lieu of interest thereon, upon surrender of their certificates therefor.

(k) Notwithstanding the provisions of this Section 6, the Tendering Parties (i) shall not be entitled to elect or effect a Redemption where the Redemption would consist of less than all the Preferred Units held by Partners and, to the extent that the aggregate Percentage Interests of the Limited Partners would be reduced, as a result of the Redemption, to less than one percent (1%) and (ii) shall have no rights under the Agreement that would otherwise be prohibited under the Charter. To the extent that any attempted Redemption would be in violation of this Section 6(k), it shall be null and void ab initio, and the Tendering Party shall not acquire any rights or economic interests in REIT Shares otherwise issuable by the Previous General Partner hereunder.

(l) Notwithstanding any other provision of the Agreement, on and after the date on which the aggregate Percentage Interests of the Limited Partners (other than the Special Limited Partner) are less than one percent (1%), the Partnership shall have the right, but not the obligation, from time to time and at any time to redeem any and all outstanding Limited Partner Interests (other than the Special Limited Partner's Limited Partner Interest) by treating any Limited Partner as a Tendering Party who has delivered a Notice of Redemption pursuant to this Section 6 for the amount of Preferred Units to be specified by the General Partner, in its sole and absolute discretion, by notice to such Limited Partner that the Partnership has elected to exercise its rights under this Section 6(l). Such notice given by the General Partner to a Limited Partner pursuant to this Section 6(l) shall be treated as if it were a Notice of Redemption delivered to the General Partner by such Limited Partner. For purposes of this Section 6(l), (a) any Limited Partner (whether or not eligible to be a Tendering Party) may, in the General Partner's sole and absolute discretion, be treated as a Tendering Party and (b) the provisions of Sections 6(f)(1), 6(h)(2), 6(h)(3) and 6(h)(5) hereof shall not apply, but the remainder of this Section shall apply, mutatis mutandis.

7. *Status of Reacquired Units.*

All Preferred Units which shall have been issued and reacquired in any manner by the Partnership shall be deemed cancelled and no longer outstanding.

8. *General.*

The ownership of the Preferred Units shall be evidenced by one or more certificates in the form of Annex II hereto. The General Partner shall amend Exhibit A to the Agreement from time to time to the extent necessary to reflect accurately the issuance of, and subsequent redemption, or any other event having an effect on the ownership of, the Class Three Partnership Preferred Units.

9. *Allocations of Income and Loss.*

Subject to the terms of Section 5 hereof, for each taxable year, (i) each holder of Preferred Units will be allocated, to the extent possible, net income of the Partnership in an amount equal to the distributions made on such holder's Preferred Units during such taxable year, and (ii) each holder of Preferred Units will be allocated its pro rata share, based on the portion of outstanding Preferred Units held by it, of any net loss of the Partnership that is not allocated to holders of Partnership Common Units or other interests in the Partnership.

10. *Voting Rights.*

Except as otherwise required by applicable law or in the Agreement, the holders of the Preferred Units will have the same voting rights as holders of the Partnership Common Units. So long as any Preferred Units are outstanding, for purposes of determining the Consent of Limited Partners under the Agreement, the "Majority in Interest of the Limited Partners" shall have the meaning set forth in Section 2 hereof. As long as my Preferred Units are outstanding, in addition to any other vote or consent of partners required by law or by the Agreement, the affirmative vote or consent of holders of at least 50% of the outstanding Preferred Units will be necessary for effecting any amendment of any of the provisions of the Partnership Unit Designation of the

Preferred Units that materially and adversely affects the rights or preferences of the holders of the Preferred Units. The creation or issuance of any class or series of Partnership units, including, without limitation, any Partnership units that may have rights junior to, on a parity with, or senior or superior to the Preferred Units, will not be deemed to have a material adverse effect on the rights or preferences of the holders of Preferred Units. With respect to the exercise of the above described voting rights, each Preferred Unit will have one (1) vote per Preferred Unit.

11. ***Restrictions on Transfer.***

Preferred Units are subject to the same restrictions on transfer as are, and the holders of Preferred Units shall be entitled to the same rights of transfer as are, applicable to Common Units as set forth in the Agreement.

ANNEX I
TO EXHIBIT P

NOTICE OF REDEMPTION

To: AIMCO Properties, L.P.
c/o AIMCO-GP, Inc.
1873 South Bellaire Street
17th Floor
Denver, Colorado 80222
Attention: Investor Relations

The undersigned Limited Partner or Assignee hereby irrevocably tenders for redemption Class Three Partnership Preferred Units in AIMCO Properties, L.P. in accordance with the terms of the Third Amended and Restated Agreement of Limited Partnership of AIMCO Properties, L.P., dated as of July 29, 1994, as it may be amended and supplemented from time to time (the "Agreement"). All capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Partnership Unit Designation of the Class Three Partnership Preferred Units. The undersigned Limited Partner or Assignee:

(a) if the Partnership elects to redeem such Class Three Partnership Preferred Units for REIT Shares rather than cash, hereby irrevocably transfers, assigns, contributes and sets over to Previous General Partner all of the undersigned Limited Partner's or Assignee's right, title and interest in and to such Class Three Partnership Preferred Units;

(b) undertakes (i) to surrender such Class Three Partnership Preferred Units and any certificate therefor at the closing of the Redemption contemplated hereby and (ii) to furnish to Previous General Partner, prior to the Specified Redemption Date:

(1) A written affidavit, dated the same date as this Notice of Redemption, (a) disclosing the actual and constructive ownership, as determined for purposes of Code Sections 856(a)(6) and 856(h), of REIT Shares by (i) the undersigned Limited Partner or Assignee and (ii) any Related Party and (b) representing that, after giving effect to the Redemption, neither the undersigned Limited Partner or Assignee nor any Related Party will own REIT Shares in excess of the Ownership Limit;

(2) A written representation that neither the undersigned Limited Partner or Assignee nor any Related Party has any intention to acquire any additional REIT Shares prior to the closing of the Redemption contemplated hereby on the Specified Redemption Date; and

(3) An undertaking to certify, at and as a condition to the closing of the Redemption contemplated hereby on the Specified Redemp-

tion Date, that either (a) the actual and constructive ownership of REIT Shares by the undersigned Limited Partner or Assignee and any Related Party remain unchanged from that disclosed in the affidavit required by paragraph (1) above, or (b) after giving effect to the Redemption contemplated hereby, neither the undersigned Limited Partner or Assignee nor any Related Party shall own REIT Shares in violation of the Ownership Limit.

(c) directs that the certificate representing the REIT Shares, or the certified check representing the Cash Amount, in either case, deliverable upon the closing of the Redemption contemplated hereby be delivered to the address specified below;

(d) represents, warrants, certifies and agrees that:

(i) the undersigned Limited Partner or Assignee has, and at the closing of the Redemption will have, good, marketable and unencumbered title to such Preferred Units, free and clear of the rights or interests of any other person or entity;

(ii) the undersigned Limited Partner or Assignee has, and at the closing of the Redemption will have, the full right, power and authority to tender and surrender such Preferred Units as provided herein; and

(iii) the undersigned Limited Partner or Assignee has obtained the consent or approval of all persons and entities, if any, having the right to consent to or approve such tender and surrender.

Dated: _____

Name of Limited Partner or Assignee:

_____

_____
(Signature of Limited Partner or Assignee)

_____
(Street Address)

_____
(City) (State) (Zip Code)

(continued on the next page)

Issue check payable to
or Certificates in the
name of: _____

Please insert social security
or identifying number: _____

Signature Guaranteed by:

_____

NOTICE: THE SIGNATURE OF THIS NOTICE OF REDEMPTION MUST CORRESPOND WITH THE NAME(S) AS WRITTEN UPON THE FACE OF THE CERTIFICATE FOR THE CLASS THREE PREFERRED UNITS WHICH ARE BEING REDEEMED IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

THE SIGNATURE SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION, (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions), WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM PURSUANT TO SEC RULE 17Ad-15.

ANNEX II
TO EXHIBIT P

FORM OF UNIT CERTIFICATE
OF
CLASS THREE PARTNERSHIP PREFERRED UNITS

THE SECURITY EVIDENCED HEREBY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION, UNLESS THE TRANSFEROR DELIVERS TO THE PARTNERSHIP AN OPINION OF COUNSEL SATISFACTORY TO THE PARTNERSHIP, IN FORM AND SUBSTANCE SATISFACTORY TO THE PARTNERSHIP, TO THE EFFECT THAT THE PROPOSED SALE, TRANSFER OR OTHER DISPOSITION MAY BE EFFECTED WITHOUT REGISTRATION UNDER THE ACT AND UNDER APPLICABLE STATE SECURITIES OR "BLUE SKY" LAWS. IN ADDITION, THE LIMITED PARTNERSHIP INTEREST EVIDENCED BY THIS CERTIFICATE MAY BE SOLD OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE RESTRICTIONS ON TRANSFER SET FORTH IN THE THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF AIMCO PROPERTIES, L.P., DATED AS OF JULY 29, 1994, AS IT MAY BE AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, A COPY OF WHICH MAY BE OBTAINED FROM AIMCO- GP, INC, THE GENERAL PARTNER, AT ITS PRINCIPAL EXECUTIVE OFFICE.

Certificate Number _____

AIMCO PROPERTIES, L.P.
FORMED UNDER THE LAWS OF THE STATE OF DELAWARE

This certifies that _____

is the owner of _____

CLASS THREE PARTNERSHIP PREFERRED UNITS
OF
AIMCO PROPERTIES, L.P.,

transferable on the books of the Partnership in person or by duly authorized attorney on the surrender of this Certificate properly endorsed. This Certificate and the Class Three Partnership Preferred Units represented hereby are issued and shall be held subject to all of the provisions of the Agreement of Limited Partnership of AIMCO Properties, L.P., as the same may be amended and/or supplemented from time to time.

IN WITNESS WHEREOF, the undersigned has signed this Certificate.

Dated: By_____

ASSIGNMENT

For Value Received, _____ hereby sells, assigns and transfers unto _____ _____ Class Three Partnership Preferred Unit(s) represented by the within Certificate, and does hereby irrevocably constitute and appoint the General Partner of AIMCO Properties, L.P. as its Attorney to transfer said Class Three Partnership Preferred Unit(s) on the books of AIMCO Properties, L.P. with full power of substitution in the premises.

Dated: _____

By: _____
Name:

Signature Guaranteed by:

_____

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME(S) AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

THE SIGNATURE SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION, (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions), WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM PURSUANT TO SEC RULE 17Ad-15.

Exhibit “C”
Property Questionnaire

This exhibit could not be located.

Exhibit "D"
Partnership Amendment

FIRST AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT
OF
REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP

THIS FIRST AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT (the "Amendment") of REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP, an Indiana limited partnership (the "Partnership"), is entered into as of the 29 day of December, 1999, by and among Roy H. Lambert ("GP1") and David C. Eades ("GP2;" and together with GP1 referred to collectively hereinafter as the "General Partners") and the persons who execute this Amendment as Limited Partners of the Partnership (the "Limited Partners;" and together with the General Partners, the "Partners"), with reference to the following facts:

A. As of June 1, 1979, a Limited Partnership Agreement (the "Original Agreement") was entered into with respect to the formation of the Partnership (the "Partnership Agreement"). A Certificate of Indiana Limited Partnership was filed under the Indiana Revised Uniform Limited Partnership Act in the office of the Indiana Secretary of State on March 22, 1993 under File Number LP93030067.

B. The General Partners, AIMCO Properties, L.P., a Delaware limited partnership ("AIMCO") and certain other persons, have entered into an Acquisition and Contribution Agreement and Joint Escrow Instructions, dated March 22, 1999, as reinstated and amended (the "Contribution Agreement"), whereby, among the things, upon obtaining certain consents from the partners in the Partnership, (1) AIMCO or its designee desires to be admitted to the Partnership as an additional general partner (AIMCO or such designee being referred to herein, in such capacity, as the "Additional GP") in accordance with Section 4.08 of the Partnership Agreement, with a partnership interest having the terms provided for herein, in exchange for a capital contribution in the amount provided for herein which will be used to acquire certain AIMCO common limited partnership units as provided herein, (2) the General Partners have agreed to contribute their respective general partner and limited partner interests in the Partnership to AIMCO or its designee in exchange for AIMCO common limited partnership units, AIMCO preferred limited partnership units, cash or a combination thereof, upon the terms and conditions stated in the Contribution Agreement and (3) AIMCO is obligated to make an offer (the "Tender Offer") to the limited partners in the Partnership to acquire their limited partnership interests for cash or, in the case of certain limited partners, for AIMCO common limited partnership units or AIMCO preferred limited partnership units. The transaction evidenced in the Contribution Agreement, including, without limitation, the consummation of such transaction and the Tender Offer, is hereafter referred to as the "Transaction".

C. The General Partners intend to allocate to the Partnership costs and expenses incurred in connection with the negotiation, execution, delivery of the Contribution Agreement, and consummation of or failure to consummate the Transaction, whether or not such Transaction is actually consummated.

D. Pursuant to Section 8.12 of the Partnership Agreement, the following amendments to the Agreement have been enacted by the affirmative consent of the General Partners and the required consent of the Limited Partners under the Partnership Agreement.

NOW, THEREFORE, in consideration for the mutual promises set forth herein, the Partners agree to amend the Partnership Agreement effective as of the date first written above as follows:

1. Admission of Additional General Partner. Upon the "Closing Date" under (and as defined in) and at the times and in the order specified in the Contribution Agreement, AIMCO Holdings, L.P. ("Additional GP") shall make a capital contribution in cash in the amount set forth on Schedule 1 attached hereto ("Additional GP's Capital Contribution"), shall be admitted to the Partnership as an additional general partner in accordance with Section 4.08 of the Partnership Agreement by executing a counterpart of this Amendment in the space provided below, thereby accepting the interest as Additional GP provided for herein. The date on which such contribution is made is referred to herein as the "Contribution Date." The amount of such cash capital contribution shall be deemed for all purposes of the Partnership to be the investment of the Additional GP in the Partnership. Upon the Contribution Date, the interest of the Additional GP, in its capacity as such, in the Partnership shall consist of a 1% "pro rata share" (as such term is defined in Section 1.09 of the Partnership Agreement) in the Partnership, but such interest shall consist solely of (i) a 1% pro rata interest in those amounts which, in accordance with the express terms of the provisions of Section 1.09 of the Partnership Agreement are distributable to the Partners collectively in accordance with their equity ownership in the Partnership and (ii) an entitlement, upon any sale, liquidation or refinancing of the Partnership, in accordance with the provisions of the last paragraph of Section 1.09 of the Partnership Agreement to receive (A) together with the Limited Partners, in accordance with the Additional GP's and the Limited Partners' respective investments and accumulated but unpaid accrued return thereon, distributions up to an amount equal to such investments and such accumulated but unpaid accrued return thereon, as more fully provided in such provisions, as amended hereby, and (B) together with the Partners, and in accordance with the respective pro rata shares of the Additional GP and the Partners, distributions based upon the 75% percentage interest in the residual proceeds of any sale, liquidation, or refinancing of the Partnership which results in cash for distribution, to be paid to the Partners pursuant to the provisions of the last paragraph of Section 1.09 of the Partnership Agreement (as in effect prior to the amendment provided for herein) which provisions are amended as of the Contribution Date to read as follows:

> "Sale, Liquidation, or Refinancing. In the event of the sale, liquidation, or refinancing of the Partnership which results in cash for distribution, the distribution of cash proceeds shall be made as follows: the Limited Partners and the Additional GP collectively shall receive a cash amount of $565,017, plus any amount due and owing the Limited Partners and the Additional GP as a result of the failure of the Partnership to pay the annual eight percent return, less any cash distributions theretofore received by the Limited Partners and Additional GP as a result of a sale or refinancing and less any debt discharged by the Partnership which has not been adjusted otherwise; and thereafter, all distributions resulting from a sale or refinancing shall be made on the basis of 25 percent to the General Partner and 75 percent to the Partners and the Additional GP, collectively, based on their capital ownership. Funds actually received by the Limited Partners and the

Additional GP resulting from a sale or refinancing (excluding the inclusion of accrued and unpaid eight percent return funds) shall reduce the amount of investment of the Limited Partners and Additional GP, respectively, for the purpose of determining the annual eight percent return in the year of distribution and all future years.

Notwithstanding anything to the contrary contained in this Amendment or in the Partnership Agreement, the Additional GP shall not, in its capacity as the Additional GP, participate in (i) any of the distributions or payments to the original General Partner provided for in Section 1.09 of the Partnership Agreement, (ii) the fees described in Section 4.03 of the Partnership Agreement or (iii) any fees or compensation payable to the original General Partner upon any sale of the Property. From and after the date that the General Partners withdraw as Partners, the Additional GP shall have all the rights and privileges of the Additional GP and the original General Partners as the same are in effect as of the date hereof.

2. References to General Partner. All references in the Partnership Agreement (except for references in Sections 1.09 and 4.03 of the Partnership Agreement) and herein to "General Partner" shall mean both the original General Partner and the Additional GP. The references in Section 1.09 and 4.03 to the "General Partner" shall mean the original General Partner. All references in this Agreement to the original General Partner shall mean, collectively, the general partners identified in the Partnership Agreement and their respective permitted successors and assigns (which shall include, without limitation, the transferee of the General Partner's interest pursuant to the Contribution Agreement). All actions and decisions contemplated by the Partnership Agreement to be made by the "General Partner" from and after the Contribution Date shall be made collectively by the original General Partner and the Additional GP.

3. Investment of the Capital Contribution of the Additional GP in AIMCO Interests. The Partnership is hereby authorized to, and shall, use the proceeds of the capital contribution of the Additional GP to acquire common limited partnership operating units issued by AIMCO pursuant to the Third Amended and Restated Limited Partnership Agreement for AIMCO, dated as of July 29, 1994, as amended (the "AIMCO OP Agreement") for a price per unit equal to the "Transaction Common Stock Price" (as defined in the Contribution Agreement). The common limited partnership operating units so acquired by the Partnership are referred to herein as the "OP Units", and those OP Units, together with all distributions on account thereof consisting of additional such units, all other non-cash distributions made on account of such units, any shares of stock in Apartment Investment and Management Company acquired by the Partnership upon any redemption of such units, and any non-cash distributions received by the Partnership (whether in the form of stock or otherwise) on account of such stock, to the extent each of the foregoing are derived, directly or indirectly, from the Additional GP's capital contribution, are collectively referred to herein as "AIMCO Interests". Notwithstanding anything to the contrary contained in the Partnership Agreement (including, without limitation, any restrictions in the Partnership Agreement limiting transactions between the General Partner and any affiliates of the General Partner), the rights to real estate and other property, property interests and rights which the General Partner is authorized to acquire, purchase, hold, finance, mortgage, pledge, sell, dispose of, and otherwise deal with or take actions with respect to pursuant to the Partnership Agreement shall include, without limitation, the AIMCO Interests. In addition to all

authorizations set forth in the Partnership Agreement, the General Partner is hereby further authorized to acquire the OP Units for the price set forth above, to acquire and hold AIMCO Interests, and to exercise and perform, as determined by the General Partner in its discretion, all rights and obligations of the Partnership as the holder of such AIMCO Interests, including, without limitation, redemption rights. Without limiting the foregoing, any limitations set forth in the Partnership Agreement on the General Partner's power to act shall not apply to (i) any decisions or elections on the part of the General Partner to acquire, purchase, hold, finance, mortgage, pledge, sell, dispose of, otherwise deal with or take actions with respect to the AIMCO Interests, (ii) the exercise of or performance of the rights and obligations of the Partnership as the holder of such AIMCO Interests, including, without limitation, redemption rights or (iii) the exercise by the general partner of AIMCO of its rights and powers set forth in the AIMCO OP Agreement, nor shall the General Partner have any obligation to provide to the Limited Partners the statement referred to in Section 7.02(c) of the Partnership Agreement with respect to any transactions involving the AIMCO Interests.

4. Revaluation of Assets. The General Partner is hereby authorized, in connection with, and effective upon, the admission of the Additional GP to the Partnership, to adjust the capital accounts of the Partners to reflect a revaluation of the Partnership's assets on the Partnership's books to their current fair market value pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and to take such adjustment and revaluation into account for federal income tax purposes including, but not limited to, for purposes of Sections 465, 704(b), 704(c) and 752 of the Code and the Treasury Regulations thereunder.

5. Permitted Transfers.

(a) Notwithstanding anything to the contrary set forth in the Partnership Agreement, but without limiting or waiving any rights of the General Partner under the Contribution Agreement, the General Partner hereby consents to the transfer of any limited partnership interests in the Partnership to AIMCO or its designee in accordance with the Contribution Agreement or the Tender Offer, and any such transfer shall be a permitted transfer of such partnership interests.

(b) Section 5.03(a)(i) and (ii) of the Partnership Agreement shall not apply to any transfers of partnership interests in connection with the Transaction or occurring thereafter.

6. Authorization of the Previous General Partner.

(a) The Partners acknowledge that, upon obtaining the consents required under the Partnership Agreement, the original General Partners described on Schedule 1 attached hereto may transfer the entirety of their general partner interests to AIMCO or its designee as a substitute General Partner and may withdraw from the Partnership. Such original General Partners, effective upon such withdrawal, are referred to herein collectively as the "Previous General Partner". Upon such withdrawal, the Previous General Partner shall no longer be a general partner of the Partnership and shall have no power or authority to incur any obligation or perform any act on behalf of the Partnership.

(b) Pursuant to the Contribution Agreement and the documents to be delivered thereunder (including, without limitation, the documents to be entered into with AIMCO entitled "Custodial Account Agreements" (the "Custodial Account Agreements"), the forms of which are attached to the Contribution Agreement as exhibits, the Previous General Partner (solely as the agent and representative of and on behalf of the Pre-Closing Partners and Tendering Partners referred to below and not on behalf of the Partnership) will have the right and, where applicable, obligation to undertake certain actions, either on behalf of all Partners in the Partnership immediately prior to the "Closing" under (and as such term is defined in) the Contribution Agreement (such Partners are referred to herein as the "Pre-Closing Partners") or on behalf of those partners who tender their partnership interests to AIMCO under the Contribution Agreement or in connection with the Tender Offer (such partners are referred to herein as "Tendering Partners"). Such actions are referred to herein collectively as the "Authorized Contribution-Related Activities."

(c) The Authorized Contribution-Related Activities include, without limitation:

(i) the receipt, following the Closing, of certain funds from AIMCO on behalf of the Pre-Closing Partners, and the distribution thereof to the Pre-Closing Partners, pursuant to the Contribution Agreement (and, without limiting the generality of the foregoing, under Sections 7.5 and 11.2.10 thereof),

(ii) the filing of tax returns required to be filed on behalf of the Partnership as a result of the consummation of the transactions contemplated by the Contribution Agreement as well as for all tax periods prior thereto, and to continue to exercise the rights, powers and duties of a general partner and the "tax matters partner" any audit or administrative or judicial proceedings related to taxable years or periods ending on or prior to the Closing,

(iii) the delivery to AIMCO of requests for Guarantees (as defined in the Contribution Agreement) by Tendering Partners pursuant to Section 11.2.6.2 of the Contribution Agreement, together with reasonable supporting documentation thereto (it being understood that each Partner shall, to the extent deemed necessary or appropriate by the Previous General Partner, provide to the Previous General Partner all information concerning such Partner which the Previous General Partner may request in order to enable the Previous General Partner to comply with its obligations to provide requests to AIMCO under such provisions, and that the Previous General Partner makes no representations or assurances, and shall have no liability, for the effectiveness of any such guarantee for Federal or state income tax purposes); and

(iv) action on behalf of the Tendering Partners for all purposes under the Custodial Account Agreements, as the agent for all Tendering Partners and the "Transferors' Agent" thereunder, and, in connection therewith, to give instructions to the Custodian thereunder as to any matter for which instructions are necessary or appropriate thereunder (including, without limitation, any instructions as to the investment, disposition and release of the assets maintained in the custodial accounts thereunder (such

assets are referred to herein as "Custodial Assets"); to accept Claim Notices delivered by AIMCO or its designee thereunder; to acknowledge or, if deemed appropriate by the Previous General Partner in its discretion, to dispute, any liability asserted against the Custodial Assets (and, in the case of any such dispute, to undertake all acts, including the appointment of counsel, as may be deemed necessary or appropriate by the Previous General Partner in connection with such dispute and any resolution thereof, whether through arbitration or otherwise).

(d) In connection with its performance of any Authorized Contribution-Related Activities, the Previous General Partner, without any further consent or approval from, or notice to, any other Partner, shall have full and exclusive power and authority:

(i) to perform and make all decisions relating to the Authorized Contribution-Related Activities;

(ii) to appoint, employ or otherwise engage, on behalf of the Pre-Closing Partners or the Tendering Partners, respectively, advisors, auditors, attorneys, consultants, custodians or other agents in connection with the administration of any of the Authorized Contribution Related Activities, to delegate to any of them any powers of the Previous General Partner (including, without limitation, the powers of the "Transferor's Agent"), and to pay to such persons out of funds otherwise distributable to the Pre-Closing Partners or the Tendering Partners, respectively, reasonable compensation for services rendered by such persons and to reimburse such persons for any expenses or disbursements incurred in connection therewith (it being understood that all such agents shall be entitled to the protections and rights set forth in clauses (i) (ii), (iii), (iv), (v) and (vi) of this subsection (d) and in subsections (e), (f) and (g) with respect to any acts or omissions in connection with the exercise of rights or performance of duties included within the Authorized Contribution-Related Activities;

(iii) to authorize the release to AIMCO or its designee of, any part of the Custodial Assets;

(iv) to perform any and all acts necessary or desirable to carry out the purposes of the Authorized Contribution-Related Activities, including, but not limited to, any and all acts necessary or desirable to manage the Custodial Assets pursuant to the Custodial Account Agreements, and to engage counsel, to sue and defend claims, and settle, compromise, adjust, arbitrate or otherwise deal with claims as the Previous General Partner shall determine;

(v) to incur expenses which the Previous General Partner deems necessary, appropriate, advisable or incidental to carry out any of the Authorized Contribution-Related Activities; and

(vi) to execute and deliver all documents and instruments, perform all duties and powers, and do all things which the Previous General Partner determines is necessary, appropriate, advisable or incidental to the foregoing.

(e) The Previous General Partner shall not be required to take or refrain from taking any action authorized hereby in relation to any Authorized Contribution-Related Activity unless the Previous General Partner is reasonably satisfied that it is indemnified and held harmless therefrom under the provisions of this Amendment or, if not under the provisions of this Amendment, in such other manner and form as is satisfactory to the Previous General Partner, against any liability, obligation, damage, action, suit, cost or expense (including reasonable out-of-pocket costs and expenses (including, but not limited to, reasonable fees and expenses of counsel) of defending itself against any claim of liability) that may be incurred or charged in connection therewith. The Previous General Partner shall not be required to take any action if the Previous General Partner shall determine, or shall have been advised by counsel, that such action is likely to involve the Previous General Partner in personal liability, or is contrary to the terms hereof or of any document contemplated hereby to which the Previous General Partner is a party, or is otherwise contrary to law.

(f) (i) The Previous General Partner shall not be liable, responsible or accountable in damages or otherwise to any Pre-Closing Partner or any Tendering Partner for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Previous General Partner in connection with the Authorized Contribution-Related Activities, except that the foregoing limitation shall not limit the liability, if any, that the Previous General Partner may have to any Pre-Closing Partner or any Tendering Partner as a result of actual fraud or willful misconduct.

(ii) The Previous General Partner shall be fully protected in connection with the Authorized Contribution-Related Activities, in relying upon the records of the Partnership and upon the truth and correctness of such information, opinions, reports or statements presented to the Previous General Partner by any person as to matters the Previous General Partner believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Previous General Partner.

(iii) The Previous General Partner may, in connection with the Authorized Contribution-Related Activities, rely, and shall be fully protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by the Previous General Partner to be genuine and to have been signed or presented by the proper party or parties.

(iv) The Previous General Partner may, in connection with the Authorized Contribution-Related Activities, consult with legal counsel, accountants, advisors, custodians and other agents, and the advice or opinion of such persons shall be full and complete personal protection to the Previous General Partner in respect of any action taken or suffered by the Previous General Partner in reliance on, or in accordance with, such advice or opinion.

(v) Persons dealing with the Previous General Partner shall look only to the funds distributable to the Pre-Closing Partners and the Custodial Assets, as applicable, to satisfy any liability incurred to such person in carrying out the Authorized Contribution-Related Activities on behalf of the Pre-Closing Partners and Tendering Partners, respectively, and the

Previous General Partner shall have no personal or individual obligation to satisfy any such liability.

(vi) No implied covenants or obligations shall be read into this Amendment against the Previous General Partner in connection with the Authorized Contribution-Related Activities.

(g) (i) To the fullest extent permitted by applicable law, the Previous General Partner shall be indemnified and held harmless by the funds distributable to the Pre-Closing Partners and the Custodial Assets, as applicable, from and against any demand, action, suit or proceeding against, or any liability, loss, damage, expense or claim incurred by, such Previous General Partner by reason of any act or omission performed or omitted by such Previous General Partner in connection with the Authorized Contribution-Related Activities, except that no Previous General Partner shall be entitled to be indemnified in respect of any loss, damage or claim incurred by reason of its own actual fraud or willful misconduct with respect to such acts or omissions. Each Pre-Closing Partner and Tendering Partner authorizes the Previous General Partner to cause funds to which the Previous General Partner is entitled to be distributed to the Previous General Partner.

(ii) Expenses (including reasonable legal fees) incurred by the Previous General Partner in defending any claim, demand, action, suit or proceeding relating to the Authorized Contribution-Related Activities may, from time to time at the direction of the Previous General Partner, be advanced out of the funds distributable to the Pre-Closing Partners and the Custodial Assets, as applicable, prior to the final disposition of such claim, demand, action, suit or proceeding; provided that the Previous General Partner shall repay such amount if it shall be determined that the Previous General Partner is not entitled to be indemnified therefor under section (g)(i) above.

7. Allocation of Transaction Expenses. The Partners hereby agree that the General Partners are authorized to allocate to the Partnership, in their sole and absolute discretion, any and all costs and expenses payable as of the date hereof or becoming payable after the date hereof which arise in connection with the negotiation, execution, delivery of, and consummation of or failure to consummate the Transaction under, the Contribution Agreement, whether or not such Transaction is actually consummated, including, without limitation, those costs payable to AIMCO under the Contribution Agreement in the event that the Transaction is not, for any reason, consummated. The expenses which the General Partners are authorized to allocate to the Partnership shall include, without limitation, title insurance premiums, escrow fees and charges, escrow cancellation charges, legal fees and expenses, fees and expenses of any fairness opinion provider, investment banker, brokerage and other consultants' fees and expenses, recording costs and transfer and documentary stamp taxes, as well as, in the event that the Transaction is not, for any reason, consummated, any and all costs and expenses which AIMCO is entitled to be paid in accordance with the terms of the Contribution Agreement and/or the Transaction ("Transaction Expenses"). The Partnership shall reimburse the General Partners for any and all Transaction Expenses incurred by the General Partners. The authorization set forth in this Section 7 shall

apply whether or not the Transaction as contemplated by the Contribution Agreement shall be consummated and, if such Transaction is not so consummated, regardless of the reason therefor.

8. Effectiveness of Amendment. This Amendment shall be effective as of the date first written above.

9. Miscellaneous.

(a) This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same agreement.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective representatives, executors, administrators, heirs, successors and permitted assigns.

(c) All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders and the singular shall include the plural and vice versa. Headings are for convenience only and neither limit nor amplify the provisions of this Agreement itself.

(d) This Agreement and the rights and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Indiana.

(e) If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

(f) Any capitalized term used, but not defined herein, shall have the meaning ascribed thereto in the Agreement.

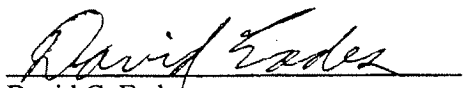
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment of Limited Partnership Agreement as of the date first written above.

GENERAL PARTNER:

By: Roy Lambert
Name: Roy H. Lambert

[Signatures continue on the following pages]

GENERAL PARTNER:

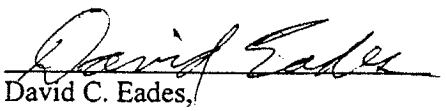
By: 
Name: David C. Eades

LIMITED PARTNERS:

By: Roy Lambert

Name: Roy H. Lambert,
as attorney-in-fact for the limited partners
of the Partnership set forth on Schedule 2

LIMITED PARTNERS:

By: 
Name: David C. Eades,
as attorney-in-fact for the limited partners
of the Partnership set forth on Schedule 2

The undersigned hereby accepts the interest of the Additional GP and agrees to be bound by all of the terms and provisions of the Partnership Agreement as amended by the foregoing Amendment.

AIMCO HOLDINGS, L.P.,
a Delaware limited partnership

By: AIMCO Holdings QRS, Inc.,
a Delaware corporation,
its general partner

By: _____
Name:
Title:

SCHEDULE 1

Name of Additional GP	AIMCO Holdings, L.P.
Amount of Additional GP's Capital Contribution	$15,017
Names of Original General Partners	Roy H. Lambert and David C. Eades

Exhibit "E"
Assignment of Partnership Interests

ASSIGNMENT OF PARTNERSHIP INTERESTS AND WITHDRAWAL OF PARTNER
[Michigan Meadows]

THIS ASSIGNMENT OF PARTNERSHIP INTERESTS AND WITHDRAWAL OF PARTNER ("Assignment"), is made and entered into as of December 29, 1999, by and between the undersigned assignor ("Assignor"), and AIMCO Michigan Meadows, L.L.C., a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor is a limited partner of the limited partnership referred to on Schedule 1 attached hereto (the "Partnership"), and, in connection therewith, holds the "Partnership Interest" (as hereinafter defined).

B. The general partner(s) of the Partnership, AIMCO Properties, L.P., a Delaware limited partnership (the "Operating Partnership"), and certain other parties have entered into that certain Acquisition and Contribution Agreement and Joint Escrow Instructions, dated as of March 22, 1999, as amended by that certain Reinstatement and Amendment to Acquisition and Contribution Agreement, dated as of September 29, 1999, and as further amended by that certain Letter Agreement, dated as of October 22, 1999 (collectively, the "Acquisition Agreement"). All capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Acquisition Agreement.

C. As permitted under the Acquisition Agreement, the Operating Partnership has designated Assignee to accept this Assignment on the Operating Partnership's behalf.

D. Pursuant to the Acquisition Agreement, Assignor distributed a consent solicitation to each limited partner of the Partnership (collectively, the "Limited Partners") requesting the Limited Partners' consent to several aspects of the transactions contemplated by the Acquisition Agreement, including this Assignment.

E. Partners have provided the Requisite Consent to (i) this Assignment, (ii) the withdrawal of Assignor as a limited partner of the Partnership,

and (iii) the admission of Assignee as a limited partner of the Partnership, including all rights, powers, duties and obligations of such a partner thereof.

F. Assignor desires to assign the Partnership Interest to Assignee, and Assignee desires to accept such assignment from Assignor, in accordance with the terms and provisions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Subject to all of the terms and conditions of the Acquisition Agreement (including, without limitation, the rights retained pursuant to the terms of Section 1.2 of the Acquisition Agreement), Assignor hereby unconditionally and irrevocably:

(a) assigns, transfers, conveys, contributes, delivers and sets over to Assignee all of Assignor's right, title and interest as a limited partner in and to the Partnership (the "Partnership Interest"), including, without limitation: (i) all of Assignor's limited partnership interests in the capital of the Partnership and all profits, surplus, assets, allocations, returns (whether preferred or not) and distributions of any kind in respect of Assignor's limited partnership interests in the Partnership which are attributable to the period from and after the Closing Date, both during the term of the Partnership's existence and upon any liquidation of the Partnership, if any shall occur; (ii) all other payments relating to the Partnership Interest, if any, due or to become due, under or arising out of the Partnership Agreement for the Partnership described on Schedule 1 attached hereto (the "Partnership Agreement"), which are attributable to the period from and after the Closing Date, whether as contractual obligations, damages, insurance proceeds, condemnation awards or otherwise; (iii) all interests arising from its Partnership Interest which arise under any and all agreements relating to the Partnership or to which the Partnership is a party (including, without limitation, the Partnership Agreement); (iv) any interest in real, personal or intangible property which Assignor may hold or be entitled to as a result of its Partnership Interest; (v) all of Assignor's claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any, against, under or in respect of its Partnership Interest, or under or arising out of the Partnership Agreement; (vi) all present and future

claims, if any, of Assignor against the Partnership or the Partnership's partners under or arising out of the Partnership Agreement relating to the Partnership Interest, for services rendered or otherwise, other than (A) the GP Loans or (B) services rendered or expenses incurred prior to the Closing Date (and in accordance with the terms hereof) but for which payment has not been made as of the Closing Date; (vii) any and all rights, duties, powers and obligations of Assignor as a limited partner of the Partnership under the Partnership Agreement; and (viii) any and all claims, demands, actions, causes of action, judgments, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity relating to the Partnership Interest which Assignor (or its heirs, executors, administrators, successors and assigns) now has, has ever had or may hereafter have against the Partnerships and/or the Partnership's past and present agents, representatives, employees, officers, directors, affiliates, partners, controlling persons, subsidiaries, successors and assigns, including, without limitation, any rights to indemnification or reimbursement from the Partnership (except for rights to reimbursement for services rendered or expenses incurred prior to the Closing Date and in accordance with the terms hereof but for which payment has not been made as of the Closing Date); and

(b) withdraws as a limited partner from the Partnership as of 12:01 a.m. on the Closing Date.

2. Acceptance. Assignee hereby accepts this Assignment and the Partnership Interest, and the rights, powers, duties and obligations of such a partner of the Partnership.

3. Representation. Assignor hereby represents and warrants to Assignee that Assignor is *(check one)*:

____ a corporation;
____ a limited partnership;
____ a general partnership;
____ a trust;
____ an unmarried individual;
__X__ a married individual whose spouse (a) does not own any interest in the Partnership Interest and (b) has executed the attached waiver; or
____ other *(please specify)*: _____.

4. Effect. This Assignment shall take effect as of the Closing Date.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

7. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State where the Property is located, without regard to its principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

ASSIGNEE:

AIMCO MICHIGAN MEADOWS, L.L.C.,
a Delaware limited liability company

By: AIMCO PROPERTIES, L.P.,
a Delaware limited partnership,
its member

By: AIMCO-GP, INC.,
a Delaware corporation,
its general partner

By: _____
Name: Peter K. Kompaniez
Its: President

ASSIGNOR:

_____
Roy H. Lambert

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

ASSIGNEE:

AIMCO MICHIGAN MEADOWS, L.L.C.,
a Delaware limited liability company

By: AIMCO PROPERTIES, L.P.,
a Delaware limited partnership,
its member

By: AIMCO-GP, INC.,
a Delaware corporation,
its general partner

By: _____
Name:
Its:

ASSIGNOR:

Roy H. Lambert

SPOUSAL WAIVER

Patsy J. Lambert [Name of spouse] hereby waives and releases any and all equitable or legal claims and rights, actual, inchoate or contingent which he or she may have with respect to the Partnership Interest.

Patsy Lambert
Signature of Spouse

SCHEDULE I

Partnership:	Regency Michigan Meadows Limited Partnership, an Indiana limited partnership

ASSIGNMENT OF PARTNERSHIP INTERESTS AND WITHDRAWAL OF PARTNER
[Michigan Meadows]

THIS ASSIGNMENT OF PARTNERSHIP INTERESTS AND WITHDRAWAL OF PARTNER ("Assignment"), is made and entered into as of December 29, 1999, by and between the undersigned assignor ("Assignor"), and AIMCO Holdings, L.P., a Delaware limited partnership ("Assignee").

RECITALS

A. Assignor is a partner of the limited partnership referred to on Schedule 1 attached hereto (the "Partnership"), and, in connection therewith, holds the "Partnership Interest" (as hereinafter defined).

B. The general partner(s) of the Partnership, AIMCO Properties, L.P., a Delaware limited partnership (the "Operating Partnership"), and certain other parties have entered into that certain Acquisition and Contribution Agreement and Joint Escrow Instructions, dated as of March 22, 1999, as amended by that certain Reinstatement and Amendment to Acquisition and Contribution Agreement, dated as of September 29, 1999, and as further amended by that certain Letter Agreement, dated as of October 22, 1999 (collectively, the "Acquisition Agreement"). All capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Acquisition Agreement.

C. As permitted under the Acquisition Agreement, the Operating Partnership has designated Assignee to accept this Assignment on the Operating Partnership's behalf.

D. Pursuant to the Acquisition Agreement, Assignor distributed a consent solicitation to each limited partner of the Partnership (collectively, the "Limited Partners") requesting the Limited Partners' consent to several aspects of the transactions contemplated by the Acquisition Agreement, including this Assignment.

E. Partners have provided the Requisite Consent to (i) this Assignment, (ii) the withdrawal of Assignor as a partner of the Partnership, and

(iii) the admission of Assignee as a partner of the Partnership, including all rights, powers, duties and obligations of such a partner thereof.

F. Assignor desires to assign the Partnership Interest to Assignee, and Assignee desires to accept such assignment from Assignor, in accordance with the terms and provisions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Subject to all of the terms and conditions of the Acquisition Agreement (including, without limitation, the rights retained pursuant to the terms of Section 1.2 of the Acquisition Agreement), Assignor hereby unconditionally and irrevocably:

(a) assigns, transfers, conveys, contributes, delivers and sets over to Assignee all of Assignor's right, title and interest in and to the Partnership (the "Partnership Interest"), including, without limitation: (i) all of Assignor's partnership interests in the capital of the Partnership and all profits, surplus, assets, allocations, returns (whether preferred or not) and distributions of any kind in respect of Assignor's partnership interests in the Partnership (including, without limitation, any and all interests, if any, in and to the Special GP Rights) which are attributable to the period from and after the Closing Date, both during the term of the Partnership's existence and upon any liquidation of the Partnership, if any shall occur; (ii) all other payments, if any, due or to become due, under or arising out of the Partnership Agreement for the Partnership described on Schedule 1 attached hereto (the "Partnership Agreement"), which are attributable to the period from and after the Closing Date, whether as contractual obligations, damages, insurance proceeds, condemnation awards or otherwise; (iii) all interests arising from its interest in the Partnership which arise under any and all agreements relating to the Partnership or to which the Partnership is a party (including, without limitation, the Partnership Agreement); (iv) any interest in real, personal or intangible property which Assignor may hold or be entitled to as a result of its interest in the Partnership; (v) all of Assignor's claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any, against, under or in respect of its interest in the Partnership, or under or arising out of the Partnership Agreement;

(vi) all present and future claims, if any, of Assignor against the Partnership or the Partnership's partners under or arising out of the Partnership Agreement, for services rendered or otherwise, other than (A) the GP Loans or (B) services rendered or expenses incurred prior to the Closing Date (and in accordance with the terms hereof) but for which payment has not been made as of the Closing Date; (vii) any and all rights, duties, powers and obligations of Assignor as a general and/or limited partner of the Partnership under the Partnership Agreement, including, without limitation, control over the day-to-day management and operation of the Partnership and, to the extent assignable, the general partner's appointment as attorney-in-fact coupled with an interest for each limited partner of the Partnership in connection with the conduct of the Partnership, if applicable; and (viii) any and all claims, demands, actions, causes of action, judgments, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity which Assignor (or its heirs, executors, administrators, successors and assigns) now has, has ever had or may hereafter have against the Partnerships and/or the Partnership's past and present agents, representatives, employees, officers, directors, affiliates, partners, controlling persons, subsidiaries, successors and assigns, including, without limitation, any rights to indemnification or reimbursement from the Partnership (except for rights to reimbursement for services rendered or expenses incurred prior to the Closing Date and in accordance with the terms hereof but for which payment has not been made as of the Closing Date); and

(b) withdraws as a partner from the Partnership as of 12:01 a.m. on the Closing Date.

2. Acceptance. Assignee hereby accepts this Assignment and the Partnership Interest, and the rights, powers, duties and obligations of such a partner of the Partnership.

3. Representation. Assignor hereby represents and warrants to Assignee that Assignor is *(check one)*:

____ a corporation;
____ a limited partnership;
____ a general partnership;
____ a trust;
____ an unmarried individual;

X a married individual whose spouse (a) does not own any interest in the Partnership Interest and (b) has executed the attached waiver; or

____ other *(please specify)*: _____.

4. Effect. This Assignment shall take effect as of the Closing Date.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

7. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State where the Property is located, without regard to its principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

ASSIGNEE:

AIMCO HOLDINGS, L.P.,
a Delaware limited partnership

By: AIMCO HOLDINGS QRS, INC.,
a Delaware corporation,
its general partner

By: _____
Name: Peter K. Kompaniez
Its: President

ASSIGNOR:

_____
David C. Eades

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

ASSIGNEE:

AIMCO HOLDINGS, L.P.,
a Delaware limited partnership

By: AIMCO HOLDINGS QRS, INC.,
a Delaware corporation,
its general partner

By: _____
Name:
Its:

ASSIGNOR:

_____
David C. Eades

SPOUSAL WAIVER

Jane Eades [Name of spouse] hereby waives and releases any and all equitable or legal claims and rights, actual, inchoate or contingent which he or she may have with respect to the Partnership Interest.

Jane G. Eades
Signature of Spouse

SCHEDULE I

Partnership:	Regency Michigan Meadows Limited Partnership, an Indiana limited partnership

ASSIGNMENT OF PARTNERSHIP INTERESTS AND WITHDRAWAL OF PARTNER
[Michigan Meadows]

THIS ASSIGNMENT OF PARTNERSHIP INTERESTS AND WITHDRAWAL OF PARTNER ("Assignment"), is made and entered into as of December 29, 1999, by and between the undersigned assignor ("Assignor"), and AIMCO Holdings, L.P., a Delaware limited partnership ("Assignee").

RECITALS

A. Assignor is a general partner of the limited partnership referred to on Schedule 1 attached hereto (the "Partnership"), and, in connection therewith, holds the "Partnership Interest" (as hereinafter defined).

B. The general partner(s) of the Partnership, AIMCO Properties, L.P., a Delaware limited partnership (the "Operating Partnership"), and certain other parties have entered into that certain Acquisition and Contribution Agreement and Joint Escrow Instructions, dated as of March 22, 1999, as amended by that certain Reinstatement and Amendment to Acquisition and Contribution Agreement, dated as of September 29, 1999, and as further amended by that certain Letter Agreement, dated as of October 22, 1999 (collectively, the "Acquisition Agreement"). All capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Acquisition Agreement.

C. As permitted under the Acquisition Agreement, the Operating Partnership has designated Assignee to accept this Assignment on the Operating Partnership's behalf.

D. Pursuant to the Acquisition Agreement, Assignor distributed a consent solicitation to each limited partner of the Partnership (collectively, the "Limited Partners") requesting the Limited Partners' consent to several aspects of the transactions contemplated by the Acquisition Agreement, including this Assignment.

E. Partners have provided the Requisite Consent to (i) this Assignment, (ii) the withdrawal of Assignor as a general partner of the Partner-

ship, and (iii) the admission of Assignee as a general partner of the Partnership, including all rights, powers, duties and obligations of such a partner thereof.

F. Assignor desires to assign the Partnership Interest to Assignee, and Assignee desires to accept such assignment from Assignor, in accordance with the terms and provisions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Subject to all of the terms and conditions of the Acquisition Agreement (including, without limitation, the rights retained pursuant to the terms of Section 1.2 of the Acquisition Agreement), Assignor hereby unconditionally and irrevocably:

(a) assigns, transfers, conveys, contributes, delivers and sets over to Assignee all of Assignor's right, title and interest as a general partner in and to the Partnership (the "Partnership Interest"), including, without limitation: (i) all of Assignor's general partnership interests in the capital of the Partnership and all profits, surplus, assets, allocations, returns (whether preferred or not) and distributions of any kind in respect of Assignor's general partnership interests in the Partnership (including, without limitation, any and all interests, if any, in and to the Special GP Rights) which are attributable to the period from and after the Closing Date, both during the term of the Partnership's existence and upon any liquidation of the Partnership, if any shall occur; (ii) all other payments relating to the Partnership Interest, if any, due or to become due, under or arising out of the Partnership Agreement for the Partnership described on Schedule 1 attached hereto (the "Partnership Agreement"), which are attributable to the period from and after the Closing Date, whether as contractual obligations, damages, insurance proceeds, condemnation awards or otherwise; (iii) all interests arising from its Partnership Interest which arise under any and all agreements relating to the Partnership or to which the Partnership is a party (including, without limitation, the Partnership Agreement); (iv) any interest in real, personal or intangible property which Assignor may hold or be entitled to as a result of its Partnership Interest; (v) all of Assignor's claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any, against, under or in respect of its Partnership Interest, or

under or arising out of the Partnership Agreement; (vi) all present and future claims, if any, of Assignor against the Partnership or the Partnership's partners under or arising out of the Partnership Agreement relating to the Partnership Interest, for services rendered or otherwise, other than (A) the GP Loans or (B) services rendered or expenses incurred prior to the Closing Date (and in accordance with the terms hereof) but for which payment has not been made as of the Closing Date; (vii) any and all rights, duties, powers and obligations of Assignor as a general partner of the Partnership under the Partnership Agreement, including, without limitation, control over the day-to-day management and operation of the Partnership and, to the extent assignable, the general partner's appointment as attorney-in-fact coupled with an interest for each limited partner of the Partnership in connection with the conduct of the Partnership, if applicable; and (viii) any and all claims, demands, actions, causes of action, judgments, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity which Assignor (or its heirs, executors, administrators, successors and assigns) now has, has ever had or may hereafter have against the Partnerships and/or the Partnership's past and present agents, representatives, employees, officers, directors, affiliates, partners, controlling persons, subsidiaries, successors and assigns, including, without limitation, any rights to indemnification or reimbursement from the Partnership (except for rights to reimbursement for services rendered or expenses incurred prior to the Closing Date and in accordance with the terms hereof but for which payment has not been made as of the Closing Date); and

(b) withdraws as a general partner from the Partnership as of 12:01 a.m. on the Closing Date.

2. Acceptance. Assignee hereby accepts this Assignment and the Partnership Interest, and the rights, powers, duties and obligations of such a partner of the Partnership.

3. Representation. Assignor hereby represents and warrants to Assignee that Assignor is *(check one)*:

____ a corporation;
____ a limited partnership;
____ a general partnership;
____ a trust;
____ an unmarried individual;

__X__ a married individual whose spouse (a) does not own any interest in the Partnership Interest and (b) has executed the attached waiver; or

____ other *(please specify)*: _____.

4. Effect. This Assignment shall take effect as of the Closing Date.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

7. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State where the Property is located, without regard to its principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

ASSIGNEE:

AIMCO HOLDINGS, L.P.,
a Delaware limited partnership

By: AIMCO HOLDINGS QRS, INC.,
a Delaware corporation,
its general partner

By: _____
Name: Peter K. Kompaniez
Its: President

ASSIGNOR:

_____
Roy H. Lambert

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

ASSIGNEE:

AIMCO HOLDINGS, L.P.,
a Delaware limited partnership

By: AIMCO HOLDINGS QRS, INC.,
a Delaware corporation,
its general partner

By: _____
Name:
Its:

ASSIGNOR:

Roy H. Lambert

SPOUSAL WAIVER

Patsy J. Lambert [Name of spouse] hereby waives and releases any and all equitable or legal claims and rights, actual, inchoate or contingent which he or she may have with respect to the Partnership Interest.

Patsy Lambert
Signature of Spouse

SCHEDULE I

Partnership: Regency Michigan Meadows Limited Partnership, an Indiana limited partnership

Exhibit "F"
Non-foreign Affidavit[s]

NON-FOREIGN AFFIDAVIT
[Michigan Meadows]

1. Section 1445 of the Internal Revenue Code of 1986, as amended (the "IRC"), provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person.

2. In order to inform AIMCO PROPERTIES, L.P., a Delaware limited partnership, AIMCO HOLDINGS, L.P., a Delaware limited partnership, and AIMCO MICHIGAN MEADOWS, L.L.C., a Delaware limited liability company (collectively, "Transferee"), that withholding of tax is not required upon the disposition by the undersigned transferor (the "Transferor"), of its partnership interest in the Partnership referred to on Schedule 1 attached hereto (which owns the United States real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property")), the undersigned Transferor certifies and declares by means of this certification, the following:

(1) The Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as such terms are defined in the IRC and the Treasury Regulations).

(2) The Transferor is the type of person/entity identified on Schedule 1 attached hereto.

(3) The Federal Taxpayer Identification Number or Social Security Number for the Transferor is set forth on Schedule 1 attached hereto.

(4) The address for the Transferor is set forth on Schedule 1 attached hereto.

3. The Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this certification may be punished by fine, imprisonment or both.

Under penalties of perjury, the Transferor declares that it has carefully examined this certification and it is true, correct and complete.

Executed this 29 day of December, 1995 at _____.

TRANSFEROR:

David C. Eades

Exhibit "A"

The Property

The property commonly known as "Michigan Meadows Apartments" and "Michigan Plaza" located in the City of Indianapolis, State of Indiana.

SCHEDULE 1

Partnership:	Regency Michigan Meadows Limited Partnership, an Indiana limited partnership
Transferor:	David C. Eades, Individual
Transferor's Address:	1701 Broadmoor Dr., Suite 200 Champaign, IL 61821
Transferor's Social Security No.:	304-36-8286

NON-FOREIGN AFFIDAVIT
[Michigan Meadows]

1. Section 1445 of the Internal Revenue Code of 1986, as amended (the "IRC"), provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person.

2. In order to inform AIMCO PROPERTIES, L.P., a Delaware limited partnership, AIMCO HOLDINGS, L.P., a Delaware limited partnership, and AIMCO MICHIGAN MEADOWS, L.L.C., a Delaware limited liability company (collectively, "Transferee"), that withholding of tax is not required upon the disposition by the undersigned transferor (the "Transferor"), of its partnership interest in the Partnership referred to on Schedule 1 attached hereto (which owns the United States real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property")), the undersigned Transferor certifies and declares by means of this certification, the following:

(1) The Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as such terms are defined in the IRC and the Treasury Regulations).

(2) The Transferor is the type of person/entity identified on Schedule 1 attached hereto.

(3) The Federal Taxpayer Identification Number or Social Security Number for the Transferor is set forth on Schedule 1 attached hereto.

(4) The address for the Transferor is set forth on Schedule 1 attached hereto.

3. The Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this certification may be punished by fine, imprisonment or both.

Under penalties of perjury, the Transferor declares that it has carefully examined this certification and it is true, correct and complete.

Executed this 21 day of December, 1995 at _____.

TRANSFEROR:

Roy H. Lambert

Roy H. Lambert

Exhibit "A"

The Property

The property commonly known as "Michigan Meadows Apartments" and "Michigan Plaza" located in the City of Indianapolis, State of Indiana.

SCHEDULE 1

Partnership:	Regency Michigan Meadows Limited Partnership, an Indiana limited partnership
Transferor:	Roy H. Lambert, Individual
Transferor's Address:	1025 Flamevine Lane, Suite 3 Vero Beach, FL 32963
Transferor's Social Security No.:	348-22-5589

Exhibit "G"
Acknowledgement

ACKNOWLEDGMENT AND ACCEPTANCE OF ADMISSION OF LIMITED PARTNER

THIS ACKNOWLEDGMENT AND ACCEPTANCE OF ADMISSION OF LIMITED PARTNER, is made and entered into as of December 29, 1999 (this "Acknowledgment"), by and among AIMCO-GP, INC., a Delaware corporation ("AIMCO-GP"), and each of the persons and entities identified as Additional Limited Partners on Exhibit "A" and Exhibit "B" attached hereto (collectively, the "Admitted"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in that certain Third Amended and Restated Agreement of Limited Partnership of AIMCO PROPERTIES, L.P., dated as of July 29, 1994 (as amended to date, the "Partnership Agreement").

WHEREAS, AIMCO-GP is the general partner of AIMCO Properties, L.P., a Delaware limited partnership (the "Partnership"), under the Partnership Agreement;

WHEREAS, the Admitted have contributed to the Partnership certain assets in exchange for "Common OP Units" and/or "Preferred OP Units" (each as defined in that certain Acquisition and Contribution Agreement and Joint Escrow Instructions, dated as of March 22, 1999, as amended by that certain Reinstatement and Amendment to Acquisition and Contribution Agreement, dated September 29, 1999, and further amended by that certain Letter Agreement, dated October 22, 1999, by and among the Partnership and the "Transferor Parties" (as defined therein) relating to the Regency Michigan Meadows Limited Partnership); and

WHEREAS, AIMCO-GP desires to evidence the admission of the Admitted as Additional Limited Partners in the Partnership, and the Admitted desire to evidence acceptance of such admission to the Partnership.

NOW, THEREFORE, in consideration of the foregoing and the covenants of the parties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions set forth herein, the parties hereby agree as follows:

1. Exhibit "A" to the Partnership Agreement is hereby amended and supplemented by the addition of the line items set forth in Exhibit "A" and Exhibit "B" attached to this Acknowledgment.

2. In accordance with Sections 4.2A and 12.2.A of the Partnership Agreement, AIMCO-GP hereby admits the Admitted as Additional Limited Partners of the Partnership with the interests in the Partnership set forth in Exhibit "A" and Exhibit "B" to this Acknowledgment.

3. AIMCO-GP hereby certifies that a true and correct copy of the Partnership Agreement is annexed hereto as Exhibit "C" and is made a part hereof.

4. This Acknowledgment shall be binding upon the parties hereto and their respective successors, assigns, heirs and legal representatives and may be relied upon by them and by other third parties.

5. By its signature below, the Admitted hereby accept admission to the Partnership as Additional Limited Partners and agree to be bound by all of the provisions of the Partnership Agreement, which are incorporated herein by this reference, including, without limitation, the power of attorney set forth in Section 2.4 of the Partnership Agreement.

[Signatures Begin on the Following Pages]

IN WITNESS WHEREOF, the parties hereto have executed this Acknowledgment and the attachment counterpart signature page to the Partnership Agreement effective as of the date first written above.

AIMCO-GP:

AIMCO-GP, INC.,
a Delaware corporation

By: _____
Name: Peter K. Kompaniez
Title: President

THE ADMITTED:

Roy H. Lambert

THE ADMITTED:

David C. Eades

THE ADMITTED:

REGENCY WINDSOR MANAGEMENT, INC., an Illinois corporation

By: _____
Name: Philip A. Lambert
Title: President

THE ADMITTED:

AIMCO Properties, L.P.,*
a Delaware limited partnership

By: AIMCO-GP, INC.
a Delaware corporation
its General Partner

By: _____
Name: Peter K. Kompaniez
Title: President

*as power-of-attorney for the limited partners listed on Exhibit B attached hereto

Exhibit "A"

PARTNERS, CONTRIBUTIONS AND PARTNERSHIP INTERESTS

Name and Address of Additional Limited Partners		Net Agreed Value of Contributed Property	Partnership Common Units	Class Three Partnership Preferred Units
Name:	Regency Windsor Management, Inc.	$73,340	1831.40	
Address:	1025 Flamevine Lane Suite 3 Vero Beach, FL 32963			

Exhibit "B"

PARTNERS, CONTRIBUTIONS AND PARTNERSHIP INTERESTS

Name and Address of Additional Limited Partners	Net Agreed Value of Contributed Property	Partnership Common Units	Class Three Partnership Preferred Units
Name: _____ Address: _____ _____ _____			
Name: _____ Address: _____ _____ _____			
Name: _____ Address: _____ _____ _____			

Exhibit "C"

THE PARTNERSHIP AGREEMENT

LIMITED PARTNERSHIP AGREEMENT
REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP

This Agreement is made and entered into on the 1st day of June, 1979, by and among DAVID C. EADES and ROY H. LAMBERT, of Champaign, Illinois, hereinafter referred to as "the General Partner"; and the persons who may hereafter execute this Agreement as Class A Limited Partners. The General and Limited Partners are sometimes collectively referred to herein as "the Partners".

ARTICLE I - DEFINITIONS

As used in this Limited Partnership Agreement, the following terms shall have the meanings indicated, with the following definitions to be equally applicable to both the singlular and plural forms of any of the terms:

Section 1.01 Affiliate. Any person that controls, or is controlled by, or is an officer or employee of a General Partner.

Section 1.02 Class A Limited Partner. A person owning a Class A Limited Partnership Unit interest, in his capacity as an owner of such an interest.

Section 1.03 Class C Limited Partner. An assignee of a portion of the pro rata share of a General Partner pursuant to Section 2.08 (or assignee of such assignee) who has been admitted to the Partnership as provided in this Partnership Agreement.

Section 1.04 Fiscal Period. From January 1 to December 31 of each year or such portion thereof as the Partnership shall be in existence, or such other defined period as is chosen by the General Partner and the accountant for the Partnership.

Section 1.05 Cash Flow. All cash receipts of the Partnership derived from rental income, income related to the ownership of the rental property, and income produced by the sale of Partnership property, reduced by the sum of:

a. All expenses and amortization of debts of the Partnership;

b. Other expenditures deemed appropriate by the General Partner; and,

c. Such reserves as the General Partner deems reasonably necessary to the proper operation and/or protection of the Partnership's business.

Section 1.06 Partner. Any General or Limited Partner.

Section 1.07 Partnership. The Partnership created under the name REGENCY MICHIGAN MEADOWS LTD.

Section 1.08 Person. An individual, a corporation, a partnership, a trust, an unincorporated organization or a government or an agency or political subdivision thereof.

Section 1.09 Pro rata Share. A Partner's (or his assignee's) share of cash flow, and of items of income, deduction, profit, loss and credit are, as follows:

In the first instance, the Partnership shall pay all of the operating expenses incurred by the Partnership in connection with the ownership and operation of Regency Michigan Meadows Apartments, including but not limited to general operating expenses, payment of real estate taxes, payment of insurance, repairs, maintenance, management fees for the management of the apartment operation, and so on.

Thereafter, payments of expenses and distribution of cash flow shall be made in the following order:

1. Interest shall be paid on the contractual indebtedness under the Agreement between Eades and Cozad dated June 1, 1979, which was assigned to the Partnership.

2. Thereafter, each Partner, individually, shall receive a return equal to eight percent of his investment (based on the actual investment of the Partner as of the end of the Partnership year and based on the initial investment, the return shall be $440.00 per one percent ownership in the Partnership for the Limited and General Partners) if cash is available, said eight percent return to be cumulative so that the right to the eight percent return each year accumulates for distribution in future years if it goes unpaid in any year or years.

3. Thereafter, the General Partner shall be entitled to the General Partner's fee equal to two percent of the gross income of the Partnership.

4. Thereafter, the available cash flow shall be determined (including the interest expense paid under Number 1 above as if it had not been paid) and 49 percent of the available cash flow shall be allocated to all of the Limited Partners, except the Limited Partner, Roy H. Lambert. Such cash flow allocation shall then be reduced by the amount of

interest expense paid under Number 1 above and then shall be divided into two parts, with one part to be applied to the principal indebtedness under a certain Agreement For the Sale of Real Estate dated June 1, 1979, between Eades as Seller and Cozad as Buyer, which Agreement has been assigned to the Partnership, and the second part shall be distributed to the Limited Partners, excluding the Limited Partner, Roy H. Lambert, collectively, in accordance with their respective interests in the Partnership.

5. In the same manner as the preceding paragraph, 49 percent of the available cash flow (including the addition of the interest expense paid under Number 1 above) shall be allocated to the Limited Partner, Roy H. Lambert. Out of this allocation, the Partnership shall utilize said cash for the purpose of paying the obligation of Roy H. Lambert which was assigned to the Partnership under a certain Assignment Agreement dated June 18, 1979, which specifically refers to the indebtedness under two Mortgages. The payment from Mr. Lambert's allocation shall include principal and interest payments under said Mortgage obligations, but shall be limited to 50 percent of the total principal and interest payments. Any remaining cash flow out of the 49 percent allocated to Roy H. Lambert shall be distributed to Roy H. Lambert, as a Limited Partner.

6. In the same manner as the preceding two paragraphs, one percent of the available cash flow (including the addition of the interest expense paid under Number 1 above) shall be allocated to Roy H. Lambert, as a General Partner. In the event any of the obligations regarding the Mortgage indebtedness to be taken from Mr. Lambert's allocation was not paid in full under the provisions of the preceding paragraph, the Partnership is authorized to pay any remaining part of that obligation, as described in the preceding paragraph, out of the one percent allocation to Roy H. Lambert as the General Partner. Thereafter, any remaining cash flow attributable to the one percent interest of Roy H. Lambert as the General Partner shall be distributed to Roy H. Lambert.

In the event there is insufficient cash available to pay the principal and interest payments under the said Mortgage obligations which are attributable to Roy H. Lambert, as described in this paragraph and the preceding paragraphs, out of the cash allocations allocated to Mr. Lambert under this paragraph and the preceding paragraph, Mr. Lambert shall be required to contribute funds to the Partnership sufficient in an amount to pay his part of those Mortgage payments. Such contributions by Mr. Lambert shall not be considered capital contributions to the Partnership.

7. In the same manner, one percent of the available cash flow (including the addition of the interest expense paid under Number 1 above) shall be allocated to David C. Eades as the General Partner. This allocation shall be utilized by the Partnership for the purpose of paying the principal and interest payments under the Mortgage obligations assigned to the Partnership by Mr. Eades under a certain Assignment Agreement dated June 18, 1979. In the event there is cash remaining after said payment, the amount so remaining shall be distributed to David C. Eades, as the General Partner. In the event the cash allocated to David C. Eades as the General Partner is insufficient to make the Mortgage payments as described in this paragraph, David C. Eades shall contribute funds to the Partnership in an amount sufficient to make the Mortgage payments, and the amounts so contributed shall not be considered a capital contribution to the Partnership.

8. For the purpose of calculating the eight percent return under Paragraph 2 above, the interest expense under Paragraph 1 above shall have priority. For the purpose of determining allocations of cash flow under Paragraphs 4, 5, 6, and 7, the interest expense under Paragraph 1 shall be treated as unpaid and that expense shall be added into the available cash prior to the respective allocations. If Partner Lambert does not receive cash due him under Paragraphs 5 and 6 because of the priority of the payment made under Paragraph 1 above, Mr. Eades shall pay to Mr. Lambert the deficiency due Mr. Lambert and Mr. Eades may be reimbursed for such payment out of future cash allocations owing to the Partners under Paragraph 4 above.

The capital ownership of the Partners shall be as follows:

The General Partner	2 percent
Class A Limited Partners, collectively	98 percent

All allocations of profits and losses shall be allocated to the General Partner and the Limited Partners based on the cash distributions actually made to them, taking into account financial obligations paid on their behalf, and further taking into account additional contributions made by them for the purpose of paying said obligations, and all allocations of depreciation shall be based on the basis of property contributed to the Partnership. Thereafter, all allocations shall be based on the capital ownership of the General Partner and the Limited Partners, all in accordance with generally accepted accounting principles.

In the event of the sale, liquidation, or refinancing of the Partnership which results in cash for distribution, the ~~distribution~~ of cash proceeds shall be made as follows: the Limited Partners collectively shall receive a cash amount of $550,000.00, plus any amount due and owing the Limited Partners as a result of the failure of the Partnership to

pay the annual eight percent return, less any cash distributions theretofore received by the Limited Partners as a result of sale or refinancing, and less any debt discharged by the Partnership which has not been adjusted otherwise; and thereafter, all distributions resulting from a sale or refinancing shall be made on the basis of 25 percent to the General Partner and 75 percent to the General Partner and the Limited Partners, collectively, based on their capital ownership (General Partner-two percent, Limited Partners-98 percent). Funds actually received by the Limited Partners resulting from a sale or refinancing (excluding the inclusion of accrued and unpaid eight percent return funds) shall reduce the amount of investment of the Limited Partners for the purpose of determining the annual eight percent return in the year of distribution and all future years.

ARTICLE II - ORGANIZATION

Section 2.01 Formation. The Partners hereby form a Limited Partnership pursuant to the Uniform Limited Partnership Act of the laws of the State of Indiana.

Section 2.02 Name. The name of the Partnership shall be REGENCY MICHIGAN MEADOWS LTD. The Partnership may also do business under such other names as the General Partner may designate by written notice to the Limited Partners.

Section 2.03 Purpose. The purpose of the Partnership is to own and operate an apartment building complex in Marion County, Indiana, and to hold the apartment building complex for the purpose of renting the rental units. In addition, the Partnership may reinvest the proceeds from the sale of the Partnership property in real estate in another location. In addition, the Partnership will perform any acts in furtherance of the foregoing purposes.

Section 2.04 Principal Office. The principal office of the Partnership shall be located at 6 Dunlap Court, Savoy, Illinois 61874.

Section 2.05 Term. The Partnership shall commence on the day on which the Certificate of Limited Partnership is filed in the Office of the Recorder of Deeds of Marion County in the State of Indiana. The Partnership shall continue unless sooner dissolved in accordance with the terms of this Agreement or the laws of the State of Indiana, until April 30, 2029.

Section 2.06 Capital Contributions. Each Partner has contributed or will contribute to the capital of the Partnership the property set forth below:

a. The General Partner shall make a capital contribution in the form of two percent equity ownership in real estate to be owned by the Partnership and shall be treated as holding two percent of the capital of the Partnership;

b. The Class A Limited Partner shall contribute property as provided in Section 2.07; and,

c. No Partner shall be entitled to the return of all or any part of his contribution from the Partnership until its termination and at that time only to the extent of available Partnership assets. No Partner has the right to demand and receive property other than cash in return for his contribution.

Section 2.07 Admission of Class A Limited Partners.

a. The General Partners are authorized to admit Class A Limited Partners who shall contribute capital to the Partnership in the total amount of 98 percent equity ownership in the real estate which will be operated by the Partnership, to the Partnership;

The Class A Limited Partners collectively shall own 98 percent of the capital of the Partnership. For each one percent interest in the real estate contributed by a Limited Partner, that Limited Partner shall be entitled to a one percent interest in the Partnership. This interest may be referred to as a percentage interest in the Partnership or as a unit ownership, there being 100 units total in the Partnership;

b. To accomplish the purposes of this Section 2.07, the General Partner is authorized to do all things necessary to effect the admission of Class A Limited Partners; and,

c. A person acquiring Class A Limited Partnership interests pursuant to the provisions of this Section 2.07 shall become a Class A Limited Partner of the Partnership by executing a copy of this Partnership Agreement pursuant to which he agrees to be bound by the terms and provisions hereof, provided, however, that such shall not become effective or become binding upon the Partnership until such time as the General Partner has accepted the Limited Partner.

Section 2.08 Admission of Class C Limited Partners. A General Partner may assign a portion of his pro rata share

of Partnership cash flow, income, deductions and credits under Section 1.09 hereof, to one or more other persons of his choosing, not including, however, any person who is an owner of stock or other equity interest in the General Partner, or an affiliate thereof, as defined in Section 1504(a) of the Internal Revenue Code, or a person deemed such an owner as the result of the application of the Attribution Rules of Section 318 of the Internal Revenue Code, and any such assignee may be admitted to the Partnership as a Class C Limited Partner pursuant to the provisions of Section 4.07 hereof; provided however, that in no event shall the General Partner collectively retain less than a one percent pro rata share in each item of cash flow, income, deduction and credit of the Partnership. An assignee hereunder shall for all purposes under this Agreement be deemed the assignee or transferee of a Limited Partnership interest; and such assignment shall not vest any assignee with the powers, rights, or obligations of a General Partner hereunder.

Section 2.09 Organization Expenses. The Partnership shall pay all formation and organization expenses of the Partnership including all necessary consulting fees, attorney's fees, accounting fees, and any other necessary and proper fees or expenses in connection with the organization of the Partnership.

ARTICLE III - ALLOCATIONS AND DISTRIBUTIONS

Section 3.01 Income, Deductions and Credits. Allocations of each item of income, deduction and credit shall be made on the basis of the respective pro rata shares of Partners therein as of the end of each fiscal period; except that, in the event of an assignment of a portion or all of the interest of a Partner pursuant to Sections 2.08 and 5.04, items for the fiscal period in which the assignment was made shall be allocated, with respect to the interest assigned, between the assignor and the assignee in accordance with the ratio that the number of days in the Partnership's fiscal period before and after assignment bears to the total number of days in the Partnership's fiscal period; subject to the right of the General Partner to delay recognition of the assignee for a period not to exceed 90 days, all in accordance with the provisions of Section 5.06.

pro rated by days

Section 3.02 Distributions. The General Partner shall distribute, annually, available cash flow on the basis of the respective pro rata shares of the Partners and assignees of their interest pursuant to Section 1.09 hereof, as of the date of distribution. In determining the available cash flow, the General Partner's determination as to amounts required to be retained for contingent and/or prospective needs and liabilities shall be conclusive.

ARTICLE IV - THE GENERAL PARTNER

Section 4.01 Powers of General Partner. The General Partner has complete discretion in the management and control of the business of the Partnership and shall manage and control the affairs of the Partnership to the best of its ability and use its best efforts to carry out the purpose of the Partnership. In addition to powers provided by law, the General Partner is hereby authorized to acquire any kind of rights, by lease, sublease, purchase, contract or otherwise, to real estate; to contract or otherwise arrange for the construction of improvements on the real estate so acquired; to buy, rent or otherwise acquire or acquire the use of such equipment, supplies and other materials as the General Partner deems appropriate in connection with the acquisition, ownership and leasing of real estate; to sell, lease or otherwise dispose of any rights to real estate, whether improved or unimproved; on terms deemed appropriate by the General Partner to sell, lease, or otherwise dispose of any equipment, supplies, property, both real and personal, and other materials acquired by the Partnership; to hire, employ or otherwise contract with others to perform, or supervise the performance of all of the foregoing activities, including the evaluation of the project contemplated by the Partnership, professional advice in the nature of legal advice or accounting advice, assistance in the acquisition of rights in and to real estate, professional advice with regard to the construction of improvements on real estate including architectural advice, engineering advice, and related advice, to engage experts for the purpose of buying, selling, or leasing real estate; to enter into long-term lease agreements for the purpose of leasing real property, improved or unimproved, owned by the Partnership to others; to hire experts or consultants to advise the General Partner with respect to the feasibility of the planned use of any real estate owned by the Partnership by others pursuant to a lease agreement; to borrow monies for and on behalf of the Partnership upon such terms and conditions as may be deemed advisable and proper and to pledge the credit of the Partnership for such purposes; to repay in whole or in part, refinance, recash, modify or extend any security interest affecting property, interest in property, or other rights of the Partnership, and in connection therewith to execute for and on behalf of the Partnership any or all extensions, renewals, or modifications of such security interest; to execute for and on behalf of the Partnership any and all instruments to provide Lenders to the Partnership with security in the nature of a mortgage interest; to execute for and on behalf of the Partnership any and all instruments to carry out the intentions and the purpose of the Partnership; to prepare, execute and

file and deliver any document, or take such other action as may be necessary or desirable to carry out the purpose of the Partnership; to employ such agents, employees, independent contractors, attorneys and accountants as the General Partner deems reasonably necessary; to commence, defend, compromise or settle any claims, proceedings, actions or litigations for and on behalf of the Partnership (including claims, proceedings, actions or litigation involving the General Partner in its capacity as a General Partner) and to retain legal counsel in connection therewith and to pay out of the funds of the Partnership any and all liabilities and expenses (including fees of legal counsel) incurred in connection therewith; and to expend the funds of the Partnership in furtherance of all of the foregoing powers, activities and objectives set forth in this Section 4.01 as deemed appropriate by the General Partner.

The General Partner shall have the specific responsibility of retaining a management firm to manage the rental and leasing duties of the Partnership. The management firm retained by the General Partner may be the General Partner in the form of another entity. Fees will be paid to the management firm in accordance with the sole discretion of the General Partner. In addition to the management firm so retained, the General Partner may retain such other employees, agents, and independent contractors, or any other person or may incur expense in any form whatsoever for the purpose of furthering the business of the Partnership.

Section 4.02 Duties of General Partner.

(a) The General Partner shall have responsibility for, and control over, the ordinary and usual day to day management and operation of the Partnership business. The General Partner shall devote such of its time as it deems necessary to the affairs of the Partnership and shall indemnify and hold the Partnership harmless from any loss, damage, or liability due to, or arising out of, their fraud, bad faith or negligence. The General Partner shall keep, or cause to be kept, all books and records and prepare or cause to be prepared all statements and reports required by this Agreement;

(b) If additional capital is required by the Partnership, the General Partner may in its sole discretion, but is under no obligation to, supply such capital in the form of a loan or loans to the Partnership. Interest shall accrue to the General Partner on the outstanding balances of any such loan or loans, at the then current prime rate of interest charged by the Chase Manhattan Bank of

New York City for prime commercial borrowing of 90-day maturities; and such interest as well as the principal balances of such loans shall be paid to the General Partner, out of the funds of the Partnership, as and when determined by the General Partner, with no liability to the Partnership if as the result of such repayment or repayments, the Partnership is left with insufficient capital to conduct its business; and,

(c) Although the General Partner is empowered under this Agreement to borrow monies on behalf of the Partnership, and to pledge the credit of the Partnership for such purpose, it is hereby specifically provided that the General Partner may, in its sole discretion, without liability of any kind, refuse to borrow any such monies on behalf of the Partnership where the Lender requires the General Partner to accept personal liability for repayment.

Section 4.03 Fees of General Partner.

(a) The General Partner shall be paid a fee for services rendered by the General Partner on behalf of the Partnership. The amount of the fee shall not exceed an amount equal to two percent of the annual gross income of the Partnership. The fee shall be paid monthly. (per accrual basis)

(b) The General Partner shall be entitled to reimburse the General Partner, out of the funds of the Partnership, for all expenditures incurred by the General Partner in the conduct of the Partnership business, including, without limitation, expenditures for travel, telephone, supplies, postage, but not including general overhead expenses of the General Partner not specifically incurred for the Partnership's business.

Section 4.04 Liability of the General Partner. The General Partner shall not be liable, responsible or accountable in damages or otherwise to the Partnership or to any Limited Partner and the Partnership shall indemnify and save harmless the General Partner from any loss or damage incurred by reason of any acts or omissions performed or omitted in good faith and reasonably believed to be within the scope of the authority conferred by this Agreement, except for fraud, bad faith or negligence. Any indemnity under this Section 4.04 shall be paid out of, and to the extent of, Partnership assets only.

Section 4.05 Management of Business. Except as expressly provided herein, the General Partner shall have sole and

complete charge of the affairs of the Partnership and shall operate its business for the benefit of all Partners. Decisions regarding the conduct of the Partnership and powers of the General Partner shall be made and exercised by the General Partner. However, in no event shall any person (other than an affiliate) dealing with a General Partner with respect to any property of the Partnership, be obligated to see that the terms of this Agreement have been complied with, or be obligated to inquire into the necessity, expediency, or authorization of any act or action of said General Partner; and every contract, agreement, lease, promissory note, or other instrument or document executed by a General Partner with respect to any property of the Partnership shall be conclusive evidence in favor of any and every person (other than an affiliate) relying thereon or claiming thereunder that:

(a) At the time of the execution or delivery thereof, the Partnership was in full force and effect;

(b) Such instrument or document was duly executed in accordance with the terms and provisions of this Agreement and is binding upon the Partnership and all of the Partners hereof; and,

(c) That the General Partner was duly organized and empowered to execute and deliver any and every instrument or document for and on behalf of the Partnership.

Section 4.06 Contracts with Affiliates. The Partnership may acquire property or services from an affiliate on terms comparable to those available from unrelated parties.

Section 4.07 Resignation of General Partner; Assignment of General Partner Interest. Unless upon written consent of all Limited Partners, the General Partner shall have no right to resign or withdraw from the Partnership, enter into any agreement as the result of which any other person shall become interested in the Partnership as the General Partner, or except as provided in Section 2.08 transfer, assign, grant, convey, mortgage, or otherwise encumber the General Partner's interest in the Partnership or in its capital, assets, income, or loss. If the General Partner does resign or withdraw from the Partnership in violation of the foregoing provision, the General Partner shall from that date forward possess one pro rata share of Partnership cash flow, income, deductions or credits; and such share which the General Partner then possesses shall vest pro rata in the other Partners according to their pro rata shares thereof.

Furthermore, the General Partner shall remain liable for the debts, obligations and liabilities of the Partnership incurred to date of withdrawal and, in addition, shall be liable to the Partnership for any damages sustained by reason of such resignation or withdrawal.

Section 4.08 Additional or Successor General Partner. All Partners may agree to the appointment of an additional General Partner or Partners, or the assignment of part of the General Partner's interest in the Partnership. Such additional General Partner or Partners shall be vested with such pro rata share of Partnership cash flow and items of income, deduction and credit as agreed upon by all of the Partners, provided that at no time shall all General Partners possess less in the aggregate than a one percent pro rata share of each item of cash flow and of each item of income, deduction and credit.

Section 4.09 Removal of General Partner. The General Partner may not be removed by the Limited Partners. However, the Limited Partners may dissolve the Partnership in accordance with the provisions of Section 6.01(a) hereof.

ARTICLE V - THE LIMITED PARTNERS

Section 5.01 Liability of Limited Partners. No Limited Partner shall be obligated to make any contribution to the capital of the Partnership in addition to the contribution specified in Section 2.06 and 2.07. No Limited Partner shall be obligated to make loans to the Partnership. No Limited Partner shall have any personal liability with respect to the liabilities or obligations of the Partnership.

Section 5.02 Management of Business. No Limited Partner shall take part in the management or control of the Partnership business.

Section 5.03 Assignment of Interest.

(a) No Limited Partner shall transfer, assign, grant, convey, mortgage or otherwise encumber his interest, or any portion thereof, in the Partnership or in its capital, assets, income or loss, or enter into any agreement as a result of which any other person shall become interested in the Partnership without the consent of the General Partner, which consent may be withheld in its sole discretion. Without limitation on the foregoing, consent will in no case be given where:

(i) In the opinion of legal counsel to the Partnership, there will or might be adverse consequences to the Partnership or any of the non-assigning Partners under any applicable Federal, State or local income tax laws;

(ii) In the opinion of legal counsel to the Partnership, the assignment would result in a termination of the Partnership for purposes of the Internal Revenue Code of 1954, as amended, or the corresponding provisions of any succeeding Federal Internal Revenue law;

(iii) The proposed assignee does not have sufficient taxable income or net worth to meet the appropriate suitability standards;

(iv) The assignment would require, in the opinion of legal counsel to the Partnership, registration under the Securities Act of 1933 or registration under the Securities Law of any State;

(v) The assignment would be inconsistent with the terms of an opinion of counsel to the Partnership or would be inconsistent with the terms of transfer that may be imposed by such counsel upon a proposed transfer, including but not limited to receipt of appropriate documentation with respect to place of residence, investment interest and restrictions on further transfer, sale, exchange or distribution; or,

(vi) The proposed assignee is of questionable moral character.

(b) Upon the bankruptcy, assignment for the benefit of creditors, dissolution, death, disability, or legal incapacity of any Limited Partner, the Limited Partnership interest held by that Partner shall descend to and invest in his or its successors, trustees, receivers, assignees for the benefit of creditors, heirs, legatees or other legal representatives.

Section 5.04 Form of Assignment.

(a) No assignment of all or a portion of the interest of a Limited Partner, though otherwise permitted by Section 5.03, shall be valid and effective and the Partnership shall not recognize the same for the purpose

of distributions or for the allocation of net income or loss with respect to such assigned interest, until there is filed with the General Partner an instrument in writing in a form approved by the General Partner clearly stating that the interest has been assigned and giving sufficient identification as to the assignor and the assignee; and,

(b) After receiving an executed notice in a form approved by the General Partner, and upon consent to the assignment by the General Partner, in his sole discretion pursuant to Section 5.03 hereof, the Partnership shall make all further distributions and allocate income, deductions and credits to the assignee with respect to the interest transferred regardless of whether such transfer, as between the parties thereto, is or is intended to be by way of pledge, mortgage, encumbrance or other hypothecation, until such time as said interest, or a portion thereof, is further transferred in accordance with the provisions of this Agreement.

Section 5.05 Rights of Assignee. Unless admitted to the Partnership as a Limited Partner in accordance with Section 5.06, the transferee of a Limited Partnership interest, by assignment, bequest, operation of law, or otherwise, shall not be entitled to any of the rights, powers, or privileges of its predecessor in interest, except that it shall be entitled to receive and have allocated to it its pro rata share of Partnership cash flow, income, deductions and credit.

Section 5.06 Admission of Limited Partner. The transferee of a Limited Partnership interest may be admitted to the Partnership as a Limited Partner upon furnishing to the General Partners all of the following:

(a) A document, satisfactory to the General Partner, executed by the assignor of such interest, empowering the assignee to become a substituted Limited Partner;

(b) Acceptance, in form satisfactory to the General Partner, of all the terms of this Agreement;

(c) A Power of Attorney substantially identical to that contained in Section 9.03;

(d) Such other documents or interest as may be required in order to effect its admission as a Limited Partner;

(e) Payment of such reasonable expenses as may be incurred in connection with its admission as a Limited Partner;

(f) The General Partner shall have the right to delay recognition of the assignee for a period of time not to exceed 90 days in order that the effective date of recognition coincides with the end of a fiscal quarter for the Partnership; and,

(g) An accurate description of the terms of the sale.

No Corporation may be admitted as a Partner.

Section 5.07 Amendment of Certificate. Upon the admission to the Partnership of any Limited Partner, the General Partner shall take all steps necessary and appropriate to prepare and record an amendment to the Certificate of Limited Partnership, and may, for this purpose, exercise the power of attorney granted in Section 9.03.

ARTICLE VI - DISSOLUTION

Section 6.01 Dissolution. In addition to any other causes stated herein, the Partnership shall be dissolved upon the happening of any of the following events:

(a) The written consent of the Limited Partners holding at least 75 percent of the cumulative pro rata share of the Partners under Section 1.09 hereof. For the purpose of obtaining the required written consents, the General Partner shall be required to transmit to all Partners a report setting forth the pros, cons, estimated liquidation values and specific recommendations concerning liquidation of the Partnership at any time that (i) a request has been made by Limited Partners holding at least 50 percent of the cumulative pro rata share of the Partners under Section 1.09 hereof that the Partnership be dissolved, or (ii) at such other time as the General Partner believes dissolution to be in the interest of the Partnership;

(b) The filing of a Petition in Bankruptcy or for reorganization, or adjudication in Bankruptcy by or against the General Partner;

(c) The retirement, death or insanity of the General Partner (or any later admitted General Partner) and the remaining General Partner elects to terminate the Partnership by sending notice to the remaining Partners that he has elected to terminate the Partnership;

(d) The expiration of the term of the Partnership; or,

(e) Any event which makes it unlawful for the Partnership's business to be continued.

Section 6.02 Liquidation.

(a) Upon the dissolution of the Partnership, pursuant to Section 6.01, the General Partner (which term, for the purpose of this Section 6.02, shall include any Trustee, receiver or other person required by law to wind up the affairs of the Partnership) shall cause the cancellation of the Certificate of Limited Partnership, shall proceed to liquidate the assets of the Partnership, shall pay or discharge all of the debts, liabilities and obligations of the Partnership and thereafter shall apply and distribute the proceeds of such liquidation as cash flow, with the General Partner to receive two percent of the cash flow and the Class A Limited Partners, collectively, receiving 98 percent of the cash flow. To the extent that Partnership assets cannot be reasonably liquidated within a reasonable period of time, as determined in the sole discretion of the General Partner, they may be distributed in kind, each Partner accepting a pro rata undivided interest therein, subject to Partnership liabilities, including the outstanding balance on any loans to the Partnership by the General Partner.

Section 6.03 Final Statement. As soon as practicable after the dissolution of the Partnership, a final accounting of all funds and assets shall be prepared by an independent Certified Public Accountant and furnished to the Partners.

ARTICLE VII - BOOKS AND ACCOUNTS

Section 7.01 Books. The General Partner shall keep or cause to be kept true books of account in which shall be entered fully and accurately the transactions of the Partnership, and shall render reports for the Partners as hereinafter provided, with the fees and other expenditures for so doing constituting an expense of the Partnership payable from Partnership funds. All books and records and this Agreement and all amendments thereto shall at all times be maintained at the principal office of the Partnership and shall be opened to the inspection and examination of each Partner or his representatives at reasonable times.

Section 7.02 Report.

(a) The General Partner shall within 75 days after the expiration of each fiscal period, deliver to each

Section 8.02 Tax Elections. In the event of the transfer of an interest in the Partnership by sale or exchange, or by reason of death, dissolution, bankruptcy, legal incapacity of a Partner or other reason, or in the event of the distribution of Partnership property to any Partner, the Partnership may file an election, the filing of which election shall be in the sole discretion of the General Partner, in accordance with the Internal Revenue Code and applicable treasury regulations to cause the basis of the Partnership property to be adjusted for Federal Income Tax purposes. The General Partner may make any other elections permitted to be made by the Partnership under the Federal Tax laws and shall be made by the General Partner in such a manner as will, in the opinion of the accountants or counsel employed by the Partnership be consistent with the best interest of the Limited Partners.

Section 8.03 Notices. Unless otherwise specified in writing sent to the Partnership, the address of each Partner for all purposes shall be as set forth below. Any notices and demands required to be given hereunder shall be sent by Certified or Registered mail to such addresses, and shall be effective when mailed.

Section 8.04 Caption. The Section titles and captions contained in this Agreement are for convenience only and shall not be deemed part of the context of this Agreement.

Section 8.05 Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

Section 8.06 Entire Agreement.

(a) This Agreement contains the entire understanding among the Partners and supercedes any prior understandings that are written or oral agreement between or among any of them respecting the within Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between or among any of the Partners relating to the subject matter of this Agreement which are not fully expressed herein.

Section 8.07 Further Action. The Partners shall execute and deliver all documents, provide all information and take or forebear from all such action as may be necessary or appropriate to achieve the purpose of this Agreement.

Section 8.08 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Partners and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 8.09 Creditors. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditors of the Partnership.

Section 8.10 Governing Law. This Agreement shall be governed by the laws of the State of Indiana.

Section 8.11 Accounting Method. The Partnership shall utilize the accrual method of accounting for tax and other purposes.

Section 8.12 Amendment. This Agreement may be amended or modified only by affirmative consent of the General Partner and Limited Partners holding a majority of the pro rata shares of all Limited Partners under Section 1.10 hereof. In no event, however, shall any amendment, without the affirmative written consent of all Partners:

(i) Enlarge the obligations or liability of any Partner under this Agreement;

(ii) Change the allocation of income, deductions, credits and cash flow among Partners; and,

(iii) Change the provisions of Section 4.09 or 6.01.

Section 8.13 Counterpart. This Agreement may be executed in counterparts, all of which taken together shall constitute one Agreement binding on all the Partners notwithstanding that all are not signatories to the original or the same counterpart. Each Partner shall become bound by this Agreement immediately upon fixing its signature to any counterpart, independently of the signature of any other Partner.

Section 8.14 Partnership Income. The income of the Partnership shall consist of rental income and other income related, directly or indirectly, to the ownership of apartment buildings and to the leasing of or ownership of real estate.

ARTICLE IX - REPRESENTATIONS OF THE LIMITED PARTNERS

Section 9.01 Each undersigned Limited Partner represents to the Partnership that he is purchasing his interest for his

own account, for investment, and not with view to, or for sale in connection with, any distribution thereof or with any present intention of selling or otherwise transferring said interest. Each undersigned Limited Partner acknowledges and agrees that his interest or any portion thereof may not be sold, transferred, pledged or otherwise disposed of without registration under the Securities Act of 1933 or exemption therefrom.

Section 9.02. Each undersigned Limited Partner further represents that the General Partner has made available to him, to his attorneys and/or accountants, and to each other person representing him with respect to his acquisition of an interest herein, all information and documents requested by or on behalf of said Limited Partner prior to his execution of this Agreement.

Section 9.03 Power of Attorney.

(a) Each Limited Partner hereby irrevocably constitutes and appoints the General Partner, or any authorized agent of the General Partner, as his true and lawful attorney-in-fact, in his name, place and stead, to make, execute, acknowledge and file any amendments to the Certificate of Limited Partnership reflecting actions properly taken by the Partners, and such other Certificates of instruments as may be necessary to the conduct of the Partnership business including, without limitation, deeds of conveyance or property or interest therein, mortgage documents, and lease documents;

(b) It is expressly intended by the Limited Partners that the foregoing Power of Attorney is coupled with an interest and is irrevocable;

(c) The Power of Attorney shall survive an assignment by any Limited Partner of all or any part of his interest in the Partnership until such time as the General Partners have taken the action necessary or appropriate to effect substitution of the assignee as a Limited Partner including, without limitation, the execution, acknowledgment and filing of an amendment to the Certificate of Limited Partnership;

(d) The said Power of Attorney shall also, to the extent permitted by law, survive any merger, bankruptcy, receivership, or dissolution of a Limited Partner; and,

(e) Each Limited Partner shall execute such instruments as the General Partner may request in order to give

evidence of, and to effectuate, the granting of this Power of Attorney, whether by executing a separate counterpart thereof or otherwise.

Section 9.04 Meetings. Meetings of the Partnership may be called by the General Partner, and shall be called upon the written request of Limited Partners holding 50 percent or more of the pro rata share of Partners under Section 1.10 hereof. The call will state the nature of the business to be transacted and no other business will be transacted. Limited Partners may vote in person or by proxy at any such meeting only on matters wherein their consent or vote is provided for in this Agreement. Nothing herein shall be construed however, as requiring a meeting in lieu of action by written consent.

Section 9.05 Representation of Investment Experience. Each undersigned Limited Partner represents that he is either knowledgeable with respect to the financial and tax aspects of the Partnership, and the interest to be acquired by and activities to be engaged in by the Partnership, or has been represented by such a knowledgeable person in connection with his acquisition of an interest in the Partnership.

Section 9.06 Disputes. Any dispute or controversy arising under, out of, in connection with, or in relation to this Agreement, and any amendments thereof or the breach thereof or in connection with the formation, operation, dissolution, or liquidation of the Partnership, shall be determined by arbitration in accordance with the Rules of the American Arbitration Association (including any successor thereof), and any award therein shall be final and binding upon all parties and judgment may be entered thereon in any Court having jurisdiction.

ARTICLE X - REPRESENTATIONS OF THE GENERAL PARTNER

Section 10.01 Net worth of General Partner. The General Partner, collectively, has a net worth of not less than $2,000,000.00.

ARTICLE XI - SPECIAL PROVISIONS

Section 11.01 The General Partner is specifically authorized to enter into Assignment Agreements with the Partners of the Partnership which will result in the Partnership accepting the assignment of a 100 percent interest in the real estate commonly referred to as "Michigan Meadows Apartments and Michigan Plaza Shopping Center" and accepting certain obligations as described in the Assignment Agreements.

Section 11.02 The General Partner is specifically authorized to enter into a Management Agreement with Regency Management Service, a Partnership owned by Roy Lambert and David Eades. The General Partner is authorized to terminate the Management Contract or to continue the Management Contract, in the sole discretion of the General Partner.

Section 11.03 The owners of the apartment building complex known as "Michigan Meadows Apartments and Michigan Plaza Shopping Center" as of May 31, 1979, are Mr. Eades and Mr. Lambert, the same persons who will act as General Partner under this Partnership Agreement. The transfer of the apartment complex to the Partnership will result in financial benefits to Mr. Eades and Mr. Lambert. Full disclosure of this conflict of interest is hereby acknowledged by the Limited Partners' execution of this Agreement.

Section 11.04 The capital contribution of the Limited Partner, Roy H. Lambert, will be made in the form of an assignment of an undivided 49 percent interest in the real estate by Mr. Lambert to the Partnership.

Section 11.05 The capital contribution of the General Partner, Roy H. Lambert, will be made in the form of an assignment of an undivided one percent interest in the real estate by Mr. Lambert to the Partnership.

Section 11.06 The capital contribution of the General Partner, David Eades, will be made in the form of an assignment of an undivided one percent interest in the real estate by Mr. Eades to the Partnership.

Section 11.07 Mr. Eades and Mr. Lambert, collectively, will assign 51 percent of their present mortgage indebtedness on the real estate to the Partnership.

Section 11.08 The Limited Partners, other than Mr. Lambert, will contribute capital to the Partnership by assigning their interest in a certain Agreement For the Sale of Real Estate dated June 1, 1979, between Mr. Eades as Seller and V. Dale Cozad as Buyer. The value of this assignment is fixed in the amount of $269,500.00.

Section 11.09 This Agreement shall not become effective until a sufficient number of Class A Limited Partners have executed this Agreement to provide total capital contributions valued at a 98 percent equity interest in the real estate to be owned by the Partnership, including the contribution of Mr. Lambert, as a Limited Partner.

IN WITNESS WHEREOF, this Agreement is signed as of the date first above written.

GENERAL PARTNERS:

David C. Eades

Roy H. Lambert

Address: 6 Dunlap Court
Savoy, IL 61874

CLASS A LIMITED PARTNERS:

Signature

ROY H. LAMBERT
Printed Name

6 Dunlap Court
Address

Savoy, IL 61874
Address

Social Security Number

$269,500.00
Value of Contribution to the Partnership

49 percent
Percentage of Ownership


Signature

KYLE ROBESON
Printed Name

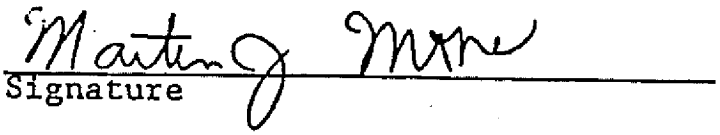
1300 Waverly
Address

Champaign, IL 61820
Address

359-20-7061
Social Security Number

$59,500.00
Value of Contribution to the Partnership

10.82 percent
Percentage of Ownership


Signature

MARTIN J. MOORE
Printed Name

6161 Crow's Nest Drive
Address

Indianapolis, Indiana
Address

Social Security Number

$105,000.00
Value of Contribution to the Partnership

19.09 percent
Percentage of Ownership

V. Dale Cozad
Signature

V. DALE COZAD
Printed Name

P.O. Box 3474 C.F. S. Neil
Address

Champaign, Ill.
Address

323-28-2430
Social Security Number

$105,000.00
Value of Contribution to the Partnership

19.09 percent
Percentage of Ownership

79 ' 45833

COPY

LIMITED PARTNERSHIP CERTIFICATE

Dated: June 18, 1979

The undersigned do solemnly swear and affirm that the following facts are true and accurate in describing the creation of and the provisions for the operation of REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP, an Indiana Limited Partnership.

The Limited Partnership Agreement attached hereto is a true and correct copy and is incorporated by reference into this Certificate.

GENERAL PARTNER:

REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP:

BY: David C. Eades
DAVID C. EADES

BY: Roy H. Lambert
ROY H. LAMBERT

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-CHAMPAIGN CO
JUN 29 10 52 AM '79

CLASS A LIMITED PARTNERS:

Roy H. Lambert
ROY H. LAMBERT

W. Dale Gozad
W. DALE GOZAD

Kyle Robeson
KYLE ROBESON

Martin J. Moore, by David C. Eades
MARTIN J. MOORE, By His Attorney in Fact, DAVID C. EADES

STATE OF ILLINOIS)
) SS:
COUNTY OF CHAMPAIGN)

On the 18th day of June, 1979, before me personally came DAVID C. EADES and ROY H. LAMBERT, known to me to be the

79 ' 45833

General Partners of REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP, and to me known and known to me to be the individuals so named, and who executed the foregoing instrument and duly acknowledged to me that they executed the same.

Karen J. Campbell
Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF CHAMPAIGN)

On the 18th day of June, 1979, before me personally came ROY H. LAMBERT, V. DALE COZAD, and KYLE ROBESON, to me known and known to me to be the individuals so named, and who executed the foregoing instrument and duly acknowledged to me that they executed the same.

Karen J. Campbell
Notary Public

STATE OF ILLINOIS)
) SS:
COUNTY OF CHAMPAIGN)

On the 18th day of June, 1979, before me personally came DAVID C. EADES, Attorney in Fact for MARTIN J. MOORE, to me known and known to me to be the individual so named, and who executed the foregoing instrument and duly acknowledged to me that he executed the same.

Karen J. Campbell
Notary Public

79 45833

INDIANA SECRETARY OF STATE
CORPORATIONS DIVISION

DATE: 03/31/93 TIME: 15:32 RECEIPT NO: 0350995
PAYMENT: CHECK CHECK REF#: 154480 AMT PAID: $90.00
COMMENT: 5th LP
DESCRIPTION: AA Certificate of LP(Do EFF DATE: 03/22/93

PAYEE NAME AND ADDRESS (REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP

Regency Windsor Management, Inc.
•
•
Vero Beach, FL

USER ID: LDl NAME: LRD.

Regency Michigan Meadows Limited Partnership, an Indiana limited partnership currently in existence and organized on June 29, 1979, hereby files its:

FILED
SECRETARY OF STATE OF INDIANA

CERTIFICATE OF INDIANA LIMITED PARTNERSHIP

pursuant to the provisions of the Indiana Revised Uniform Limited Partnership Act, IC 23-16 et seq.

1. The name of the limited partnership is:

   Regency Michigan Meadows Limited Partnership

2. The address of the office at which the records required by IC 23-16-2-3(a) are to be kept is:

   1025 Flamevine Lane, Suite 3
   Vero Beach, Florida 32963

3. The name and Indiana business address of its registered agent is:

   Regency Windsor Management, Inc.
   8500 North Keystone Avenue, Suite 530
   Indianapolis, Indiana 46240

4. The name and business address of each general partner is:

Name	Business Address
David C. Eades	1701 Broadmoor Drive, Suite 200 Champaign, Illinois 61821
Roy H. Lambert	1025 Flamevine Lane, Suite 3 Vero Beach, Florida 32963

RECEIVED
93 APR 22 PM 5:04
JOSEPH H. HOOSEIT
SECRETARY OF STATE

5. This certificate is effective on: (Check one)

   a. __X__ the filing date, or
   b. _____ another date not more than 90 days subsequent to the filing date. Specify: _____

6. The latest date upon which the limited partnership is to dissolve is:

   April 30, 2029

7. Other matters the general partners agree to include in this certificate:

   a. __X__ none.
   b. _____ see attached Exhibit ____, consisting of ____ pages.

Executed by all the general partners, as listed in item no. 4, this _____ day of _____, 1993.

Roy H. Lambert, General Partner

David C. Eades, General Partner

Regency Michigan Meadows
Partnership Agreement

Exhibit "H"
Assignment of Management Assets

ASSIGNMENT OF MANAGEMENT ASSETS
[Michigan Meadows]

THIS ASSIGNMENT OF MANAGEMENT ASSETS ("Assignment"), is made and entered into as of [December 29], 1999, by REGENCY WINDSOR MANAGEMENT, INC., an Illinois Corporation ("Assignor"), and REGENCY MANAGEMENT SERVICE, LLC, an Illinois limited liability company ("RMS"), in favor of AIMCO PROPERTIES, L.P., a Delaware limited partnership ("Assignee").

RECITALS

A. Assignor manages and operates the real property and the improvements identified on Schedule 1 attached hereto (the "Property") and owned by the partnership identified on Schedule 1 attached hereto (the "Partnership"), pursuant to the Management Agreement identified on Schedule 1 attached hereto (the "Management Agreement").

B. Assignee and Assignor, among others, are parties to that certain Acquisition and Contribution Agreement and Joint Escrow Instructions, dated as of March 22, 1999, as amended by that certain Reinstatement and Amendment to Acquisition and Contribution Agreement, dated as of September 29, 1999, and as further amended by that certain Letter Agreement, dated as of October 22, 1999, relating to the Partnership (collectively, the "Acquisition Agreement"), which requires Assignor and RMS to execute and deliver this Assignment. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Acquisition Agreement.

C. The parties acknowledge that the Management Consent has been obtained.

D. Assignee is the entity to which the "Management Assets" (as hereinafter defined) will be assigned pursuant to the Acquisition Agreement.

E. Assignor now desires to assign the Management Assets to Assignee in accordance with the terms and provisions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment by Assignor. Subject to all of the terms and conditions of the Acquisition Agreement (including, without limitation, the rights retained pursuant to the terms of Section 1.2 thereof), Assignor hereby unconditionally and irrevocably:

(a) assigns, transfers, conveys, contributes, delivers and sets over to Assignee all of Assignor's management operation and control, management know-how and management relationships with respect to the Property and all of Assignor's right, title and interest in, to and under the Management Agreement (collectively, the "Management Assets"), including, without limitation: (i) all rights and powers with respect to the management and control of the day-to-day business operations of the Property; (ii) all payments and rights to payment of any kind or nature whatsoever, whether as fees, percent of rents received, reimbursement, commission, or otherwise, due or to become due, under or arising out of the Management Agreement attributable to the period from and after the Closing Date; (iii) any and all agreements relating to the management of the Property (but not any other property) to which Assignor is a party (including, without limitation, the Management Agreement and all service and vendor contracts to which Assignor is a party in connection with the management of the Property, but not any other property); (iv) all of Assignor's claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any, against, under or in respect to the Property or under or arising out of the Management Agreement; and (v) all present and future claims, if any, of Assignor against the Partnership or any third party under or arising out of the Management Agreement, for monies loaned or advanced, for services rendered or otherwise;

(b) resigns as manager of the Property as of 12:01 a.m. on the Closing Date.

2. Assignment by RMS. The parties hereby acknowledge that RMS may have certain rights, and may be entitled to certain amounts, in connection with the management of the Property (or the supervision thereof), but not any other property, pursuant to either a written or an oral agreement between or among RMS, Assignor and/or the Partnership (such as the Management Agree-

ment or a supervisory management agreement) (collectively, the "RMS Rights"). RMS hereby unconditionally and irrevocably:

(a) assigns, transfers, conveys, contributes, delivers and sets over to Assignee all of the RMS Rights, if any; and

(b) resigns as manager (and/or supervisor of the manager) of the Property as of 12:01 a.m. on the Closing Date.

3. Acceptance. By acceptance of this Assignment, Assignee accepts the foregoing assignments of the Management Assets and the RMS Rights.

4. Representations. Assignor hereby represents and warrants to Assignee that (i) all of the representations and warranties made by Assignor in the Acquisition Agreement are hereby ratified and confirmed to Assignee as of the date hereof and (ii) Assignor has performed all of the covenants to be performed by it pursuant to the terms of the Acquisition Agreement.

5. Effect. This Assignment shall be effective from and after the date hereof.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.

7. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State where the Property is located, without regard to its principles of conflicts of law.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first written above.

ASSIGNOR:

REGENCY WINDSOR MANAGEMENT, INC.,
an Illinois Corporation

By: _____
Philip A. Lambert
President

RMS:

REGENCY MANAGEMENT SERVICE, LLC,
an Illinois limited liability company

By: _____
Ronald Miles
President

SCHEDULE 1

Property:	Michigan Meadows Apartments 3800 West Michigan Street Indianapolis, Indiana Michigan Plaza 3801-3823 West Michigan Street Indianapolis, Indiana
Partnership:	Regency Michigan Meadows Limited Partnership, an Indiana limited partnership
Management Agreement:	See Sections 4.01 and 11.02 of the Partnership Agreement of Regency Michigan Meadows Limited Partnership.

CONSENT

The undersigned, REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP, an Indiana limited partnership (the "Partnership"), the owner under the above-referenced Management Agreement, does hereby consent to the foregoing assignment. Without limiting the foregoing, from and after the date hereof, the Partnership agrees to accept performance of the Manager's obligations under the Management Agreement from, and to render performance of the Partnership's obligations under the Management Agreement to, Assignee and hereby releases Assignor from any liability under the Management Agreement arising from and after the date hereof.

REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP,
an Indiana limited partnership

By: _____
Roy H. Lambert
its general partner

By: _____
David C. Eades
its general partner

Exhibit "I"
Registration Rights Agreement

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made and entered into as of the 24 day of December, 1999, by and among Apartment Investment and Management Company, a Maryland corporation (the "Company"), and each of the persons and entities identified on the signature pages hereto (each, an "Investor").

WHEREAS, pursuant to that certain Acquisition and Contribution Agreement and Joint Escrow Instructions, dated as of March 22, 1999 and amended on September 29, 1999 and further amended on October 22, 1999 (collectively, the "Contribution Agreement"), by and between AIMCO PROPERTIES, L.P., a Delaware limited partnership ("AIMCO OP"), Roy H. Lambert, David C. Eades, and Regency Windsor Management, Inc. relating to Regency Michigan Meadows Limited Partnership, the Investors may be issued Partnership Common Units of AIMCO OP (the "Issued Common OP Units"), and Class Three Partnership Preferred Units of AIMCO OP (the "Issued Preferred OP Units" and, together with the Issued Common OP Units, the "Issued OP Units"), upon the contribution of certain assets and the assignment of certain rights to AIMCO OP, all of which Issued OP Units when surrendered for redemption may be acquired by the Company in exchange for (i) cash; or (ii) shares of the Company's Class A Common Stock, par value $.01 per share (the "AIMCO Stock"), subject to certain restrictions under the agreement of limited partnership of AIMCO OP, as in effect from time to time (the "OP Partnership Agreement"), and the Company's Articles of Incorporation, as amended (the "Charter");

WHEREAS, in connection with the Contribution Agreement, the Company has agreed to register for issuance to and the resale by the Holders of any and all shares of AIMCO Stock or other securities which are issued or issuable to the Holders upon redemption and exchange of their Issued OP Units (whether or not redemption of such Issued OP Units has actually occurred, and, as such, regardless of whether or not the shares of AIMCO Stock or other securities issuable upon redemption and exchange have actually been issued to the Holders) in accordance with the OP Partnership Agreement (the "Registrable Shares"); and

WHEREAS, the parties hereto desire to enter into this agreement to evidence the foregoing agreement of the Company and the mutual covenants of the parties relating thereto.

NOW, THEREFORE, in consideration of the foregoing and the covenants of the parties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions set forth herein, the parties hereto hereby agree as follows:

Section 1. Certain Definitions. In this Agreement the following terms shall have the following respective meanings:

"Accredited Investor" shall have the meaning set forth in Rule 501 of the General Rules and Regulations promulgated under the Securities Act.

"Affiliate" shall have the meaning ascribed thereto in Rule 405 of the General Rules and Regulations promulgated under the Securities Act.

"AIMCO Stock" shall have the meaning ascribed to it in the recitals to this Agreement.

"Closing Date" shall have the meaning ascribed thereto in the Contribution Agreement.

"Commission" shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"Common OP Units" shall mean Partnership Common Units of AIMCO OP.

"Control" shall mean, when used with respect to a specified Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "Controlling" and "Controlled" have meanings correlative to the foregoing.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the relevant time.

"Holders" shall mean (i) each of the Investors and (ii) each Person who becomes a Holder of Issued OP Units pursuant to Section 8 hereof.

"Indemnified Party" shall have the meaning ascribed to it in Section 6(c).

"Indemnifying Party" shall have the meaning ascribed to it in Section 6(c).

"Mandatory Registration" shall have the meaning ascribed to it in Section 2(a).

"Mandatory Registration Period" shall mean that period of time beginning on the date on which the Mandatory Registration is declared effective and ending on the later of (i) the date on which ninety-five percent (95%) of the Issued OP Units have been redeemed and (ii) when all Holders who are Affiliates of the Company on the date the Mandatory Registration Statement is filed either have sold all of their Registrable Shares or are no longer Affiliates of the Company.

"Mandatory Registration Statement" shall have the meaning ascribed thereto in Section 2(b) hereof.

"Preferred OP Units" shall mean Class Two Partnership Preferred Units of AIMCO OP.

"OP Units" shall mean Common OP Units and Preferred OP Units collectively.

"Person" shall mean an individual, corporation, partnership, limited liability company, joint venture, government or any department agency or political subdivision thereof, estate, trust, association, private foundation, joint stock company or other entity.

The terms "Register," "Registered" and "Registration" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act (including Rule 415 of the General Rules and Regulations promulgated under the Securities Act) on Form S-3 (or other appropriate form) providing for the issuance to the Holders and the resale of the Registrable Shares by any such Holder who at the time the Mandatory Registration Statement is filed is an Affiliate of the Company, all in accordance with the method or methods of distribution designated by

the Holders who are such Affiliates, and the declaration or ordering of the effectiveness of such registration statement by the Commission.

"Registrable Shares" shall have the meaning ascribed to it in the recitals to this Agreement.

"Registration Expenses" shall mean all out-of-pocket expenses (excluding Selling Expenses) incurred by the Company in complying with the Agreement (except for complying with Sections 4(l), (m), (n), (o) and (p) hereof), including, without limitation, the following: (a) all registration, filing and listing fees; (b) fees and expenses of compliance with federal and state securities or real estate syndication laws (including, without limitation, reasonable fees and disbursements of counsel in connection with state securities and real estate syndication qualifications of the Registrable Shares under the laws of such jurisdictions as the Holders may reasonably designate); (c) printing (including, without limitation, expenses of printing or engraving certificates for the Registrable Shares in a form eligible for deposit with The Depository Trust Company and otherwise meeting the requirements of any securities exchange on which they are listed and of printing registration statements and prospectuses), messenger, telephone, shipping and delivery expenses; (d) fees and disbursements of counsel for the Company; (e) fees and disbursements of all independent public accountants of the Company; (f) Securities Act liability insurance if the Company so desires; (g) fees and expenses of other Persons reasonably necessary in connection with the registration, including any experts, retained by the Company; (h) fees and expenses incurred in connection with the listing of the Registrable Shares on each securities exchange on which securities of the same class are then listed; and (i) fees and expenses associated with any NASD filing required to be made in connection with the registration statement.

"Rights" shall have the meaning ascribed to it in Section 8.

"Rule 144" shall mean Rule 144 of the General Rules and Regulations promulgated by the Commission under the Securities Act.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the relevant time.

"Selling Expenses" shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to any sale of Registrable Shares by a Holder and all out-of-pocket costs and expenses of the Company in complying with the provisions of Sections 4(l), (m), (n) and (o) hereof (including without limitation the expenses of any special audit and "cold comfort" letters required by the managing underwriters and opinions of counsel).

"Selling Stockholder" shall mean any Holder who is an Affiliate of the Company at the time the Mandatory Registration Statement is filed, or if Section 9 hereof is applicable, then as defined in Section 9 hereof.

"Special Holders" shall mean, at any time, a Holder that demonstrates to the satisfaction of the Company that, at such time, it holds, Issued OP Units and/or Registrable Shares having a market value in excess of $5,000,000.

"Suspension Right" shall have the meaning ascribed to it in Section 3.

Section 2. Mandatory Registration.

(a) Registration. No earlier than the date which is two (2) weeks before the first one year anniversary of the Closing Date and no later than the date which is two (2) weeks after the first one year anniversary of the Closing Date, the Company shall Register (the "Mandatory Registration"), under and in accordance with the provisions of the Securities Act, the Registrable Shares.

(b) Filing and Effectiveness. The Company shall file a registration statement covering the original issuance of the Registrable Shares, including a shelf registration statement for the Selling Stockholders pursuant to Rule 415 on a continuous or delayed basis covering the Mandatory Registration (the "Mandatory Registration Statement"), within the above-described four (4) week period. The Company shall use its commercially reasonable efforts to cause the Mandatory Registration Statement to be declared effective by the Commission as soon as reasonably possible after filing. The Company shall use its best efforts to keep the Mandatory Registration Statement effective (subject to Section 3 hereof) during the Mandatory Registration Period.

Section 3. Suspension or Termination of Registration Rights.

(a) Notwithstanding the foregoing Section 2, the Company shall have the right (the "Suspension Right") to defer seeking the effectiveness of any registration statement (or suspend sales under the Mandatory Registration Statement or defer the updating of any effective Mandatory Registration Statement and suspend sales thereunder) for a period of not more than 120 days during any one-year period ending on December 31, if the Company shall furnish to the Holders participating in such Registration a certificate signed by the President or any other executive officer or any director of the Company stating that in the judgment of the Company it would be detrimental to the Company and its stockholders not to defer effectiveness of the Mandatory Registration Statement (or suspend sales under, or defer the updating of, an effective Mandatory Registration Statement) as a result of the need of the Company to raise funds or because of possible material developments and therefore the Company has elected to defer the effectiveness of any registration statement (or suspend sales under an effective registration statement); provided, however, that in the event that, under the provisions of Section 9 hereof, the Mandatory Registration Statement can cover only the resale of the Registrable Shares, the Company shall not have a Suspension Right unless it is necessary because of the existence of (i) an underwritten offering by the Company if the Company is advised by the underwriters that a sale of the Registrable Shares under the Mandatory Registration Statement would have a material adverse effect on the Company's offering or (ii) a pending negotiation relating to, or consummation of, a transaction, or the occurrence of an event or the existence of facts and circumstances that would require additional disclosure of or incorporation by reference of material information by the Company in the Mandatory Registration Statement, as to which the Company has a bona fide business purpose for preserving confidentiality or which renders the Company unable to comply with the Commission's requirements. If a Notice of Redemption is delivered pursuant to Section 8.6 of the OP Partnership Agreement when the Company is exercising its Suspension Rights, or if the Company exercises its Suspension Rights prior to the closing of the redemption requested in the Notice of Redemption (the "Redemption Closing"), then the Holder who delivered such Notice of Redemption shall be permitted to revoke the Notice of Redemption at any time prior to the Redemption Closing, rendering such Notice of Redemption null and void; provided, however, if any Suspension Right is exercised for longer than 120 consecutive days, then during any period of such Suspension Right in excess of 120 days, a Holder of any Issued OP Units can request in his Notice of Redemption to the general partner of the OP Operating Partnership that his Issued OP Units be redeemed for cash and such general partner shall cause that AIMCO OP to redeem such Issued OP Units to be redeemed for cash within 30 days of the receipt of such written request.

(b) Notwithstanding Sections 2 and 4 hereof, the Company shall have no obligation under this Agreement to cause any Registration to become effective, or to keep any Registration effective, with respect to any Registrable Shares that might be issued by the Company in exchange for Issued OP Units surrendered for redemption at any time that AIMCO OP agrees and contractually binds itself to pay cash (pursuant to, and on the terms set forth in, the Side Letter Agreement (relating to Issued OP Units, dated March 22, 1999, between the Company and representatives of the Investors) and Section 8.6 of the OP Partnership Agreement (in the case of Common OP Units) or any amendment or exhibit to the OP Partnership Agreement which sets forth the terms of the Preferred OP Units) to satisfy its redemption obligations with respect to any Issued OP Units tendered for redemption.

(c) Notwithstanding Sections 2 and 4 hereof, the Company shall have no obligation under this Agreement to effect any Registration, or to keep any Registration effective, with respect to any Registrable Shares (i) at any time that such Registrable Shares may be sold (i) in accordance with Rule 144(k) or (ii) held by any Selling Stockholder who can sell all of his Registrable Shares at one time (including the number of Registrable Shares issuable upon redemption of Issued OP Units) under Rule 144 without violating the volume limitations of Rule 144(e), but only if the Company is then, and continues to be, in compliance with Rule 144(c).

Section 4. Registration Procedures. In connection with the Company's Registration obligations pursuant to Section 2 hereof, the Company shall effect such Registration to permit the sale of Registrable Shares in accordance with the intended method or methods of disposition thereof and, pursuant thereto, the Company shall as expeditiously as possible:

(a) prepare and file with the Commission, as provided for in Section 2 hereof, a registration statement on any appropriate form under the Securities Act available for the issuance to the Holders of the Registrable Shares and the resale of the Registrable Shares by each respective Holder who is an Affiliate of the Company at the time the Mandatory Registration Statement is filed, or if the provisions of Section 9 hereof are applicable, a registration statement that complies with the provisions of Section 9 hereof. As to the Mandatory Registration Statement, for the Selling Stockholders, it shall provide for a plan of distribution in accordance with the method or methods of distribution intended by such Selling Stockholders. The Company shall cause such registration statement to become effective and remain effective as provided herein; but if despite the best efforts of the Company as above described, such

registration statement ceases to be effective prior to expiration of the Mandatory Registration Period, then the Company shall as soon as possible prepare, file and otherwise deal with an additional registration statement in the same manner and to the same extent as in the case of the initial registration statement, and the Company shall use its best efforts to keep any such additional registration statement(s) continuously effective through the conclusion of the Mandatory Registration Period. If any additional registration statement filed pursuant to the foregoing sentence subsequently ceases to be effective prior to expiration of the Mandatory Registration Period, the Company shall have successive registration statement obligations, in order to provide for a registration statement to be effective with regard to the Registrable Shares for the Mandatory Registration Period;

(b) prepare and file with the Commission such amendments and post-effective amendments to each registration statement as may be necessary to keep such registration statement continuously effective for the Mandatory Registration Period; cause the related prospectus to be supplemented by any required prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) of the General Rules and Regulations under the Securities Act; and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during the applicable period in accordance with the intended methods of disposition by the Selling Stockholders thereof set forth in such registration statement, as so amended, or such prospectus, as so supplemented;

(c) promptly notify the Holders when it becomes aware of the occurrence of any of the following events: (i) when any registration statement relating to the Registrable Shares or a post-effective amendment thereto filed with the Commission has become effective or the prospectus related thereto or any amendment or supplement to such prospectus has been filed; (ii) the issuance by the Commission of any stop order suspending the effectiveness of any registration statement relating to the Registrable Shares or any other order preventing the use of such registration statement, any preliminary prospectus or prospectus related thereto or the institution or threatening of any such proceedings for such purpose; (iii) a determination by the Company to defer the effectiveness of any registration statement required hereunder in accordance with the terms of this Agreement or the suspension by the Company of an effective registration statement relating to the Registrable Shares in accordance with Section 3 above; (iv) the Company's receipt of any notification of the suspension of the qualification of any Registrable Shares covered by a registration statement for sale in

any jurisdiction; and (v) the existence of any event, fact or circumstance that results in a registration statement or prospectus relating to Registrable Shares or any document incorporated therein by reference containing an untrue statement of material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein not misleading during the distribution of securities;

(d) make every reasonable effort to obtain (i) the withdrawal of any order (including, with any limitation, stop orders and refusal orders) suspending the effectiveness of any registration statement, or the use of any preliminary prospectus or prospectus, relating to the Registrable Shares and (ii) the lifting of any suspension of the qualification (or exemption from qualification) relating to Registrable Shares in any jurisdiction at the earliest possible moment;

(e) provide the Selling Stockholders, at no cost to the Selling Stockholders, with copies of any registration statement relating to Registrable Shares, the prospectus included therein (including each preliminary prospectus) and any post-effective amendment or supplement thereto, and such other documents as the Selling Stockholders may reasonably request in order to facilitate the disposition of the Registrable Shares covered by such registration statement; the use of each such prospectus or supplement thereto by the Selling Stockholders in connection with the offering and sale of the Registrable Shares covered by such registration statement or any amendment thereto being consented to by the Company hereby;

(f) file a sufficient number of copies of the prospectus and any post-effective amendment or supplement thereto with the New York Stock Exchange (or, if the AIMCO Stock is no longer listed or has not been listed thereon, with such other securities exchange or market on which such AIMCO Stock is then listed) so as to enable the Selling Stockholders to obtain the benefits of the prospectus delivery provisions of Rule 153, or any other applicable rule, under General Rules and Regulations under the Securities Act if the Company is eligible to use Rule 153, or any other applicable rule with regard to such Registrable Shares;

(g) use its best efforts to cause the Registrable Shares to be registered with or approved by such state securities authorities in accordance with all applicable blue sky laws of any state within the United States (but subject to the federal preemption of state securities blue sky laws contained in Section 18 of the Securities Act) as may be necessary to enable the Selling Stockholders to consummate the disposition of such shares in such jurisdiction as any Selling Stockholders may

reasonably request (including as may be necessary by virtue of the business of the Company) pursuant to the plan of distribution set forth in the registration statement; provided, however, that the Company shall not be obligated to take any action to effect any such registration, qualification or compliance in any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, qualification or compliance unless the Company is already subject to service in such jurisdiction;

(h) subject to the Company's Suspension Right, if any event, fact or circumstance requiring an amendment to a registration statement relating to Registrable Shares or supplement to a prospectus relating to Registrable Shares shall exist, immediately upon becoming aware thereof, notify the Holders and prepare and furnish to the Holders a post-effective amendment to the registration statement or supplement to the prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Shares, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading;

(i) use its best commercially reasonable efforts (including the payment of any listing fees) to obtain the listing of all Registrable Shares covered by the registration statement on each securities exchange on which securities of the same class are then listed;

(j) use its best efforts to comply with the Securities Act, the Exchange Act and applicable rules and regulations thereunder, and, as soon as reasonably practicable following the end of any fiscal year during which a registration statement effecting a Registration of Registrable Shares shall have become effective, to make available to its security holders an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 of the General Rules and Regulations promugated thereunder;

(k) cooperate with the Selling Stockholders to facilitate the timely preparation and delivery of certificates representing Registrable Shares to be sold pursuant to a Registration and not bearing any Securities Act legend; and enable certificates for such Registrable Shares to be issued for such numbers of shares and registered in such names as the Selling Stockholders may reasonably request at least two business days prior to any sale of Registrable Shares;

(l) enter into customary agreements (including underwriting agreements in form, scope and substance as is customary in underwritten offerings) and take all other customary actions in connection therewith (including those reasonably requested by any Special Holder or the managing underwriters, if any) in order to expedite or facilitate the disposition of such Registrable Shares, including with out limitation (i) making such representations and warranties to the underwriters in form, substance and scope reasonably satisfactory to the managing underwriters, as are customarily made by issuer to underwriters in secondary underwritten offerings; (ii) obtaining opinions, and updates thereof, of counsel, which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters, addressed to the managing underwriters, covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as maybe reasonably requested by any Special Holder or the managing underwriters; (iii) causing the underwriting agreement to set forth in full the indemnification provisions of Section 6 hereof (or such other substantially similar provision and procedures as the managing underwriters shall reasonably request) with respect to all parties to be indemnified pursuant to said Section 6; and (iv) delivering such documents and certificates as may be reasonably requested by any Special Holder or the managing underwriters to evidence compliance with the provisions of this Section and with any customary conditions contained in the underwriting agreement or other agreement entered into by the Company;

(m) upon receipt by the Company of agreements reasonably acceptable to the Company, make available for inspection by any underwriter participating in any disposition of Registrable Shares and any attorney, accountant or other agent retained by any such underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's officer, directors, employees and independent accountants to be available on a reasonable basis and cooperate with such parties' "due diligence" and to supply all information reasonably requested by any such underwriter, attorney, accountant or agent in connection with such disposition of Registrable Shares;

(n) provide written materials customarily made available to underwriters and prospective investors in underwritten offerings;

(o) obtain a cold comfort letter from the Company's independent public accountants addressed to the underwriters in customary form and covering such matters of the type customarily covered by cold comfort letters as the managing

underwriter reasonably requests, and if a Special Holder is a Selling Stockholder, also addressed to the Special Holder;

(p) make available appropriate management personnel, selected in the sole discretion of the Company, for limited due diligence meetings, and for other limited meetings and conference calls with investment bankers and their prospective investors in connection with resale of Registrable Shares;

(q) include in any registration statement related to the Registrable Shares information regarding a Selling Stockholder that should be included in the reasonable judgment of any Selling Stockholder and his counsel (unless in the reasonable judgement of the Company, such information is not required to be included therein by law); and

(r) add each Special Holder to the Company's mailing list and deliver to the Special Holder copies of any press releases and other documents customarily delivered by public companies to its large stockholders.

Section 5. Expenses of Registration. The Company shall pay all Registration Expenses incurred in connection with the Company's compliance with its obligations under this Agreement. All Selling Expenses incurred in connection with the sale of Registrable Shares by any of the Selling Stockholders shall be borne by the Selling Stockholders selling such Registrable Shares in proportion to the number or Registrable Shares being sold by each Selling Stockholder. Each Selling Stockholder shall pay the expenses of its own counsel in connection with such sale.

Section 6. Indemnification.

(a) The Company will indemnify and defend each Selling Stockholder, each Selling Stockholder's officers and directors, each underwriter, if any, of the Registrable Shares covered by such registration statement, and each person controlling such Selling Stockholder or underwriter within the meaning of Section 15 of the Securities Act, against all expenses, claims, losses, damages and liabilities (including reasonable legal fees and expenses), arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in a registration statement, preliminary prospectus or prospectus relating to Registrable Shares, or any amendment or supplement thereto, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the

statements therein not misleading, provided, however, that (i) the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is substantially based on any untrue statement or omission or alleged untrue statement or omission, made in reliance upon and in conformity with information furnished in writing to the Company by such Selling Stockholder or underwriter for inclusion therein and has not been corrected in a subsequent writing delivered to the Company at least ten business days prior to or concurrently with the use of the registration statement, preliminary prospectus or prospectus by the Person asserting such claim, loss, damage or liability and (ii) the Company will not be liable in any such case if the untrue statement (or alleged untrue statement) or omission (or alleged omission) appeared in a preliminary prospectus but was corrected in the final prospectus and the final prospectus was supplied to the Selling Stockholder but the Selling Stockholder did not deliver the final prospectus to his buyer as required by the Securities Act.

(b) Each Holder will severally indemnify and defend the Company, each of its directors and each of its officers who signs the Registration statement, each underwriter, if any, of the Registrable Shares covered by such Registration statement, and each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, against all claims, losses, damages and liabilities (including reasonable legal fees and expenses) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in such registration statement, preliminary prospectus or prospectus, or any amendment or supplement thereto, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, preliminary prospectus or prospectus, in reliance upon and in conformity with information furnished in writing to the Company by such Holder for inclusion therein and has not been corrected in a subsequent writing prior to or concurrently with the use of the registration statement, preliminary prospectus or prospectus by the Person asserting such claim, loss, damage or liability. In no event shall the liability of any Holder hereunder or under any underwriting agreement be greater in amount than the dollar amount of the proceeds received by such Holder upon the sale of the Registrable Shares giving rise to such indemnification obligation.

(c) Each party entitled to indemnification under this Section 6 (the "Indemnified Party") shall give notice to the party required to provide indemnifica-

tion (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, but the omission to so notify the Indemnifying Party shall not relieve it from any liability which it may have to the Indemnified Party otherwise than pursuant to the provisions of this Section 6 and then, only to the extent of the actual damages suffered by such delay in notification. The Indemnifying Party shall assume the defense of such action, including the employment of counsel to be chosen by the Indemnifying Party to be reasonably satisfactory to the Indemnified Party and payment of fees and expenses. The Indemnified Party shall have the right to employ its own counsel in any such case, but the legal fees and expenses of such counsel shall be at the expense of the Indemnified Party, unless the employment of such counsel shall have been authorized in writing by the Indemnifying Party in connection with the defense of such action, or the Indemnifying Party shall not have employed counsel to take charge of the defense of such action or the Indemnified Party shall have reasonably concluded that there may be defenses available to it or them which are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of the Indemnified Party), in any of which events such fees and expenses shall be borne by the Indemnifying Party. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

(d) If the indemnification provided for in this Section 6 is unavailable to a party that would have been an Indemnified Party under this Section 6 in respect of any expenses, claims, losses, damages and liabilities referred to herein, then each party that would have been an Indemnifying Party hereunder shall, in lieu of indemnifying such Indemnified Party, contribute to the amount paid or payable by such Indemnified Party as a result of such expenses, claims, losses, damages and liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and such Indemnified Party on the other in connection with the statement or omission which resulted in such expenses, claims, losses, damages and liabilities, as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Indemnifying Party or such Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct

or prevent such statement or omission. The Company and each holder of Registrable Shares agrees that it would not be just and equitable if contribution pursuant to this Section 6 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this paragraph.

(e) No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Section 7. Information to be Furnished by Holders. At least four weeks prior to the first one year anniversary of the Closing Date, each Holder whose Registrable Shares are to be included in the Mandatory Registration for resale and who will be a Selling Stockholder shall furnish to the Company all information with respect to such Holder that is required to be included in the Mandatory Registration Statement under the Securities Act of 1933, as amended, and the rules and regulations thereunder, including, without limitation, (i) the exact name of the Holder, (ii) the nature of any position, office or other material relationship that the Holder has had within the past three years with the Company or any of its predecessors or affiliates, (iii) the number of shares of AIMCO Stock that are owned by the Holder, the number that may be acquired by the Holder in exchange for Issued OP Units and the number that may be offered by the Holder pursuant to the Mandatory Registration if the Holder were a Selling Stockholder, and (iv) the Holder's intended method of distribution of such shares as a Selling Stockholder. If any such potential Selling Stockholder fails to provide the Company with such information at least four weeks prior to the first one year anniversary of the Closing Date, the Company shall not be obligated to include such Holder's Registrable Shares in such Registration. Further all such individuals agree to be bound by the terms of Regulation M promulgated by the Commission and agrees to resell the Registrable Shares only in full compliance with the prospectus delivery and other requirements of the Securities Act and the Exchange Act.

Section 8. Transfer or Exchange and Registration Rights. The rights of each Holder under this Agreement (the "Rights") may be assigned by each Holder to anyone he may transfer an Issued OP Unit under the OP Partnership Agreement (which shall include the Unit Designation for the Issued Preferred OP Units) and the Side Letter Agreement referred to in Section 3(b) hereof; provided that (x) such transfer is otherwise effected in accordance with applicable securities laws and the Company shall have been provided by the transferor and the transferee with such evidence thereof as

the Company may reasonably request, including representations by the transferee in form and content reasonably acceptable to the Company, (y) the Company is given written notice of such transfer prior to such transfer (or, in the case of the death of the Holder, as soon as practicable following the death of the Holder), and (z) the transferee by written agreement delivered to the Company acknowledges that such transferee is bound by the terms of this Agreement as if such transferee were an Investor. Notwithstanding anything to the contrary contained herein, in the event of any such permitted transfer, the defined term "Holders" shall from and after such transfer include such transferee.

Section 9. Additional Representations. The Company and each Holder agrees that, (i) if despite the best efforts of the Company, the original issuance of the Registrable Shares to the Holders cannot be included in the Mandatory Registration Statement on Form S-3 (or any comparable successor form) as determined by the Commission or (ii) if the Registration of the original issuance of the Registrable Shares to the Holders in a Mandatory Registration Statement would be a "roll-up transaction" as defined in Item 901 of Registration S-K of the general rules and regulations promulgated by the Commission and is not exempt from the Commission's registration statement and related filing requirements thereunder, then the Mandatory Registration Statement will cover only the resale of the Registrable Shares by all Holders (each then a "Selling Stockholder") and upon surrender of any Issued OP Units for redemption as provided in the OP Partnership Agreement, such Holder shall make such investment and other representations in connection with (and as a condition to) the issuance of AIMCO Stock in exchange for such Issued OP Units as the Company or AIMCO OP may reasonably request.

Section 10. Rule 144 Sales.

(a) The Company covenants that it will file the reports required to be filed by the Company under the Exchange Act, so as to enable any Holder to sell Registrable Shares pursuant to Rule 144 under the Securities Act.

(b) In connection with any sale, transfer or other disposition by any Holder of any Registrable Shares pursuant to Rule 144 under the Securities Act, the Company shall cooperate with such Holder to facilitate the timely preparation and delivery of certificates representing Registrable Shares to be sold and not bearing any Securities Act legend, and enable certificates for such Registrable Shares to be for such

number of shares and registered in such names as the selling Holders may reasonably request at least two business days prior to any sale of Registrable Shares.

Section 11. Miscellaneous.

(a) Governing Law. This Agreement shall be governed in all respects by the laws of the State of Colorado.

(b) Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof.

(c) Amendment. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Company, the Holders of more than 50% of the then outstanding Issued OP Units and Holders (who are also Selling Stockholders) of more than 50% of the then outstanding Registrable Shares owned by Selling Stockholders and any Holder who owns greater than 25% of the then outstanding Issued OP Units and Registrable Shares.

(d) Notices, etc. Each notice, demand, request, request for approval, consent, approval, disapproval, designation or other communication (each of the foregoing being referred to herein as a notice) required or desired to be given or made under this Agreement shall be in writing (except as otherwise provided in this Agreement), and shall be effective and deemed to have been received (i) when delivered in person, (ii) when sent by fax with receipt acknowledged, (iii) five (5) days after having been mailed by certified or registered United States mail, postage prepaid, return receipt requested, or (iv) the next business day after having been sent by a nationally recognized overnight mail or courier service, receipt requested. Notices shall be addressed as follows: (a) if to an Investor, at such Investor's address or fax number set forth below its signature hereon, or at such other address or fax number as the Investor shall have furnished to the Company in writing, or (b) if to any assignee or transferee of an Investor, at such address or fax number as such assignee or transferee shall have furnished the Company in writing, or (c) if to the Company, at the address of its principal executive offices, Tower Two, 2000 South Colorado Boulevard, Suite 2-1000, Denver, Colorado 80222 or fax number (303) 504-4889, addressed to the attention of the President, or at such other address or fax number as the Company shall have furnished to the Investors or any assignee or transferee. Any notice or other communication required to be given hereunder to a Holder in connection with a registration may

instead be given to the designated representative of such Holder as designated in writing to the Company.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which may be executed by fewer than all of the parties hereto (*provided* that each party executes one or more counterparts), each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

(f) Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

(g) Section Titles. Section titles are for descriptive purposes only and shall not control or alter the meaning of the Agreement as set forth in the text.

(h) Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns as provided for herein.

(i) Remedies. The Company and the Investors acknowledge that there would be no adequate remedy at law if any party fails to perform any of its obligations hereunder, and accordingly agree that the Company and each Holder, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to compel specific performance of the obligations of another party under this Agreement in accordance with the terms and conditions of this Agreement in any court of the United States or any State thereof having jurisdiction.

(j) Attorneys' Fees. If the Company or any Holder brings an action to enforce its rights under this Agreement, the prevailing party in the action shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys' fees, charges and disbursements incurred in connection with such action, including any appeal of such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COMPANY:

APARTMENT INVESTMENT AND
MANAGEMENT COMPANY,
a Maryland corporation

By: _____
Name: Peter K. Kompaniez
Title: President

GENERAL PARTNER:

Roy H. Lambert

GENERAL PARTNER:

David C. Eades

REGENCY LP:

Roy H. Lambert

MANAGER:

REGENCY WINDSOR MANAGEMENT, INC., an Illinois corporation

By: _____
Name: Philip A. Lambert
Title: President

Exhibit "J"
Investor Questionnaires

This exhibit could not be located

Exhibit "K"
Assignment of GP Loans

ASSIGNMENT OF LOAN AND LOAN DOCUMENTS
[Michigan Meadows]

THIS ASSIGNMENT OF LOAN AND LOAN DOCUMENTS (this "Assignment") is made as of December 29, 1999, by DAVID C. EADES ("Assignor") and AIMCO MICHIGAN MEADOWS HOLDINGS, L.L.C., a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor and AIMCO Properties, L.P., a Delaware limited partnership (the "Operating Partnership"), among others, are parties to that certain Acquisition and Contribution Agreement and Joint Escrow Instructions, dated as of March 22, 1999 (as amended, the "Contribution Agreement"), in connection with the contribution to affiliates of Assignee of partnership interests in Regency Michigan Meadows Limited Partnership, an Indiana limited partnership (the "Property Partnership"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Contribution Agreement.

B. The Contribution Agreement provides that, subject to all of the terms, covenants and conditions of the Contribution Agreement, the Operating Partnership or its designee will accept an assignment from Assignor of the GP Loans.

C. As permitted under the Contribution Agreement, the Operating Partnership has designated Assignee as the entity to which Assignor shall assign the "Loan" (as hereinafter defined).

D. Pursuant to the Contribution Agreement, Assignor will assign to Assignee all of Assignor's right, title and interest in and to the loan obligation evidenced by Section 1.09 of the Limited Partnership Agreement of the Property Partnership (the "Loan").

E. The Contribution Agreement requires Assignor and Assignee to execute an Assignment of Loan and Loan Documents in the form of this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Loan, including, without limitation: (i) all rights relating to the Loan set forth in Section 1.09 of the Limited Partnership Agreement of the Property Partnership, the Mortgage, if any, and all of the other documents executed in connection therewith (collectively, the "Loan Documents"), including, without limitation, the documents identified on Exhibit "A" attached hereto and made a part hereof, and the liens and security interests arising thereunder; (ii) all principal, interest and other amounts due on the Loan accruing prior to as well as from and after the Effective Closing Date; (iii) any and all claims, demands, actions, causes of action, judgments, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity that Assignor now has, has ever had or may hereafter have against the Property Partnership and/or its past and present agents, representatives, employees, officers, directors, affiliates, partners, controlling persons, subsidiaries, successors and assigns arising from or in connection with the Loan; and (iv) the title policy insuring the Mortgage, if any, including, without limitation, any and all claims, demands, actions, causes of action, judgments, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity which the insured thereunder now has, has ever had or may hereafter have thereunder (collectively, the "Transferred Property"); provided, however, that Assignor reserves on a non-exclusive basis any rights to indemnification provided for in the Loan Documents.

2. Acceptance. Assignee hereby accepts the foregoing assignment.

3. Assignor's Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows:

a. Except as may be set forth on Schedule 8.1.12 of the Contribution Agreement (as modified pursuant to the terms of Section 8.1.17.1 thereof): (i) Assignor has good, valid, marketable and indefeasible title to the Transferred Property; and (ii) Assignor has not sold, assigned, transferred, mortgaged, hypothecated, pledged or otherwise granted any

interest in, or suffered to occur any lien on or with respect to, any or all of Assignor's right, title, or interest in and to all or any portion of the Transferred Property.

b. The outstanding principal amount of the Loan is $1,126,151 and the accrued interest on the Loan is $ 6,911.00 . Interest accrues on the Loan at a rate equal to eight percent (8%) per annum.

c. The list of documents on Exhibit "A" attached hereto is a true, correct and complete list of all of the Loan Documents, which, together with the Partnership Agreement, constitute the entire understanding between Assignor and the Property Partnership with respect to the Loan. Other than the Loan Documents, the Partnership Agreement and this Assignment, no instruments, agreements, security interests, liens or other documents have been executed and delivered in connection with the Loan. Assignor has not (i) modified any of the Loan Documents in any respect, (ii) satisfied or cancelled, in whole or in part, the obligations of the Property Partnership arising under the Loan Documents or (iii) executed any instrument of release, cancellation or satisfaction with respect to any or all of the Loan.

d. There is no pending or, to Assignor's knowledge, threatened litigation or other adversarial proceeding, or any order, injunction or decree outstanding, existing or relating to all or any portion of the Transferred Property. Assignor has not received written notice of any material violation of any federal, state or municipal law, statute, ordinance, or regulation relating to all or any portion of the Transferred Property.

4. Indemnification. Assignor shall indemnify, defend, protect and hold harmless Assignee and its successors and assigns for, from and against any and all Claims (including, without limitation, reasonable attorneys' and expert witness fees, charges and disbursements) sustained or incurred by Assignee or its successors or assigns as a result of or arising out of (i) the inaccuracy in any material respect of any representation or warranty made by Assignor to Assignee herein or (ii) ownership, enforcement or administration of the Loan and the other Transferred Property prior to the Closing Date. Assignee shall indemnify, defend, protect and hold harmless Assignor and its successors and assigns for, from and against any and all Claims (including, without limitation, reasonable attorneys' and expert witness fees, charges and disbursements) sustained or incurred by Assignor or its successors and

assigns, as a result of or arising out of or by virtue of the ownership, enforcement or administration of the Loan and the other Transferred Property after the Closing.

5. Further Assurances. At any time, and from time to time hereafter, upon the reasonable request of Assignee, and without payment of further consideration by Assignee, Assignor will do, execute, acknowledge and deliver, and cause to be done, executed, acknowledged and delivered, all such further acts, documents, correspondence, deeds, assignments, transfers, endorsements and conveyances as may be required in order to assign, transfer, grant and convey to Assignee any or all of the Transferred Property, the Loan Documents, and/or any other real or personal property collateral relating to the Loan.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of where the Property is located.

8. Counterparts. This Assignment may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first set forth above.

ASSIGNOR:

David C. Eades

ASSIGNEE:

AIMCO MICHIGAN MEADOWS HOLDINGS, L.L.C.,
a Delaware limited liability company

By: AIMCO PROPERTIES, L.P.,
a Delaware limited partnership,
its sole member

By: AIMCO-GP, INC.,
a Delaware corporation,
its general partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first set forth above.

ASSIGNOR:

_____

David C. Eades

ASSIGNEE:

AIMCO MICHIGAN MEADOWS HOLDINGS, L.L.C.,
a Delaware limited liability company

By: AIMCO PROPERTIES, L.P.,
a Delaware limited partnership,
its sole member

By: AIMCO-GP, INC.,
a Delaware corporation,
its general partner

By: _____
Name: Peter K. Kompaniez
Title: President

EXHIBIT "A"

LOAN DOCUMENTS

1. Section 1.09 of the Limited Partnership Agreement of Regency Michigan Meadows Limited Partnership, dated as of June 1, 1979, by and among David C. Eades, Roy H. Lambert, Kyle Robeson, Martin J. Moore and V. Dale Cozad.

Exhibit "P"
Custodial Account Agreements

CASH CUSTODIAL ACCOUNT AGREEMENT

This CUSTODIAL ACCOUNT AGREEMENT, is made and entered into as of December 29, 1999 (this "Agreement"), by and among the Regency General Partners listed on the signature pages hereto (the "General Partners"), those limited partners of Regency Michigan Meadows Limited Partnership, an Indiana limited partnership, listed on the signature pages hereto (the "Limited Partners" and, together with the General Partners, the "Transferors"), AIMCO Properties, L.P., a Delaware limited partnership (the "Transferee"), and Stewart Title Guaranty Company (the "Custodian"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Acquisition and Contribution Agreement and Joint Escrow Instructions, dated as of March 22, 1999, by and among the Transferee, GP1, GP2, the Manager, and the Regency LPs, as amended by that certain Reinstatement and Amendment to Acquisition and Contribution Agreement, dated September 29, 1999, as further amended by that certain Letter Agreement, dated October 22, 1999, relating to Regency Michigan Meadows Limited Partnership (collectively, the "Acquisition Agreement").

WHEREAS, pursuant to the Acquisition Agreement and the Offer Documents, the Transferee is purchasing among other things, Partnership Interests from the Transferors in exchange for cash, Common OP Units and Preferred OP Units; and

WHEREAS, pursuant to the Acquisition Agreement, the Transferors and the Transferee desire to establish certain procedures for the assertion of claims (collectively "Holdback Claims") of the Transferee, and each of the Transferors, as the sole and exclusive source for the payment of its share of such Holdback Claims, has agreed to pledge to the Transferee for the benefit of the Transferee and deliver to the Custodian the amount of cash set forth opposite the name of each such Transferor on Schedule A attached hereto to be held and applied as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants of the parties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions set forth herein, the parties hereby agree as follows.

1. Delivery into the Custodial Account. As the sole and exclusive source for the payment of a Transferor's share of the Holdback Claims, such Transferor hereby delivers to the Custodian and pledges, assigns, grants a security interest in, and transfers unto the Transferee, all of such Transferor's right and interest in and to the cash amounts set forth on Schedule A hereto and any and all interest earned or proceeds received with respect to such cash amounts (the "Collateral").

The cash amounts set forth on Schedule A are herewith delivered by the Transferors to the Custodian.

2. Establishment of Custodial Account. The Custodian is hereby appointed and designated to act as custodian and instructed to receive, hold, invest, sell, and release, pursuant to this Agreement, assets deposited into the custodial account as provided herein. The Custodian hereby acknowledges receipt of the Collateral to be held in the custodial account, and distributed for the benefit of the Transferors and the Transferee and their respective successors and assigns, as provided herein.

3. Investment of Cash in the Custodial Account. Pending disbursement of the Collateral, such funds shall be invested as follows: (i) in short-term United States government securities, or (ii) interest bearing bank accounts.

4. Appointment of Agents. The Transferee hereby designates Peter Kompaniez as its agent to act on behalf of Transferee for purposes of this Agreement (the "Transferee's Agent"), and the Transferors hereby designate Neil Lohuis (or his designee) to act on behalf of all of the Transferors for purposes of this Agreement (the "Transferors' Agent"). The Custodian shall be entitled to rely upon the instructions of the Transferee's Agent and the Transferors' Agent as the instructions of the Transferee and all of the Transferors with respect to the investment and release of assets in the custodial account. The Transferee and the Transferors (acting through the General Partners) may change their respective agents to any other natural person by sending written notice of such change to each of the other parties hereto.

5. Representations and Warranties. Each Transferor hereby represents and warrants to the Custodian and the Transferee that, as of the Effective Date (as defined below):

(a) Such Transferor is the sole holder of record and beneficial owner of the cash set forth opposite such Transferor's name on Schedule A hereto (as the same shall be amended from time to time), free and clear of any pledge, hypothecation, assignment, lien, charge, claim, security interest, option, preference, priority or other preferential arrangement of any kind or nature whatsoever ("Lien") thereon or affecting the title thereto.

(b) Such Transferor has the right and all requisite authority to pledge, assign, grant a security interest in, and transfer the portion of the Collateral delivered by such Transferor to the Transferee and to deliver such assets to the Custodian as provided herein.

(c) This Agreement has been duly authorized, executed and delivered by such Transferor and constitutes the legal, valid and binding obligation of such Transferor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(d) No consent, approval, authorization or other order of any Person is required under any order or agreement by which such Transferor is bound for (i) the execution and delivery of this Agreement by such Transferor or the delivery by such Transferor of cash to the Custodian as provided herein, or (ii) for the exercise by the Transferee of the remedies in respect of assets delivered by such Transferor in the custodial account pursuant to this Agreement, except as may be required in connection with the disposition of the assets.

(e) Upon the delivery to the Custodian of the Collateral and the filing of any requisite financing statements by the Transferee, the Transferee will have a valid and perfected security interest therein subject to no prior Lien.

The representations and warranties set forth in this Section 5 shall survive the execution and delivery of this Agreement.

6. Rights of Transferors. Unless and until the cash is released pursuant to Section 8:

(a) Each Transferor shall be entitled, from time to time, to collect and receive for its own use all interest payments paid as a result of the investment of

the cash delivered by such Transferor in treasury securities and accounts referred to in Section 3; provided, however, that until actually paid, all rights to such payments shall remain subject to the Lien of this Agreement.

7. Covenants. Each Transferor covenants and agrees that until the termination of this Agreement:

(a) Such Transferor shall not, without the prior written consent of the Transferee, sell, assign, transfer, mortgage, pledge or otherwise encumber any of its rights in or to the Collateral or payments with respect thereto or grant a Lien on any thereof; provided further; that the Transferee maintains sole and absolute discretion in approving whether a Transferor may sell, assign transfer, mortgage, pledge or otherwise encumber any of its rights in or to the Collateral or payments with respect thereto or grant a Lien an any thereof.

(b) Such Transferor shall, at its own expense, execute, acknowledge and deliver all such instruments and take all such action as may be necessary and as the Custodian may from time to time reasonably request, at the Transferee's direction, in order to ensure to the Transferee the benefits of the first priority Lien on and to the Collateral delivered by such Transferor intended to be created by this Agreement.

(c) Such Transferor shall defend the title to the Collateral delivered by such Transferor and the Lien of the Transferee thereon against the claim of any Person claiming against or through such Transferor and will maintain and preserve such Lien so long as this Agreement shall remain in effect.

8. Claims.

(a) Transferee may give notice to the Transferors' Agent of any claims made pursuant to the Acquisition Agreement (each a "Claim Notice") from time to time, provided that, no such Claim Notice shall be given prior to November __, 2000 unless the claims contained in such Claim Notice could reasonably be expected to be greater than or equal to $250,000 and no such Claim Notice shall be given later than December __, 2000. Each Claim Notice shall set forth in reasonable detail the basis and character of each of the claims referred to therein, the total amount of losses resulting therefrom available to be claimed under the Acquisition Agreement ("Losses") and whether such Losses affect the Transferee exclusively (an

"Exclusive Claim") or the partners of the Partnership collectively (a "Non-Exclusive Claim").

(b) Transferee shall give notice to the Transferors' Agent of any third party claims that Transferee believes could reasonably be expected to result in a claim being made by the Transferee under the Acquisition Agreement (each a "Third Party Claim"). Transferee's failure to promptly give notice of any such Third Party Claim shall not affect Transferee's rights hereunder or under the Acquisition Agreement unless (and to the extent that) the General Partner is materially prejudiced with respect to its defense of such Third Party Claim. Following receipt of notice of a Third Party Claim, the Transferors' Agent may, to the extent not reasonably objected to by the Transferee, dispute such Third Party Claim with such third party. Any notice of a Third Party Claim given under this Section 8(b) shall not be considered a Claim Notice for purposes hereof unless such notice specifically states that it is a "Claim Notice" hereunder.

(c) The Transferee shall cause the Partnership to first seek recovery for Losses set forth in a Claim Notice from any applicable Partnership insurance policies. If the Transferors' Agent does not notify the Transferee's Agent within 10 Business Days following its receipt of a Claim Notice, that the Transferors dispute either the entitlement of Transferee to make the claim specified in such Claim Notice, or the amount of the Losses identified therein or whether such claim is an Exclusive Claim or a Non-Exclusive Claim, then for purposes of Section 8(e) below, Transferee shall be entitled to a payment from the assets held by the Custodian on account of the Losses arising from such claim in the amount described in Section 8(e), and such claim shall be considered an Exclusive Claim or Non-Exclusive Claim as identified in such Claim Notice. Any objection to a Claim Notice shall specifically state the reasons for such objection with sufficient detail to allow the Transferee to evaluate such objection.

(d) If the Transferors' Agent has timely disputed any aspect of any claim, the Transferee's Agent and the Transferors' Agent agree to proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute will be resolved by arbitration. Unless the parties agree otherwise, the same arbitrator shall be used to resolve all disputes that the parties are unable to resolve through negotiation as provided for herein. The procedures to be used in resolving such dispute through arbitration shall be the American Arbitration Association ("AAA") Commercial Dispute Resolution Procedures as amended and

effective 1/1/99, including the Expedited Procedures provided for therein, but not including the Optional Procedures for Large Complex Commercial Disputes contained therein. The situs of the arbitration shall be agreed to by the parties. The fees of AAA shall be paid one-half by the Transferee and one-half from the Custodial Account. Notice of the demand for arbitration shall be filed in writing by the Transferee with the Transferors' Agent and with the AAA and shall be made within a reasonable time after the dispute has arisen. Within 15 days after the date the arbitration notice is filed with the AAA, the Transferee and the Transferors' Agent shall select one person to act as arbitrator. If the parties are unable to agree upon an arbitrator within 10 days, the arbitrator shall be selected by the AAA within 30 days thereafter. The arbitrator shall be independent and impartial. The arbitrator shall determine the amount of such claim and whether the claim is an Exclusive Claim or a Non-Exclusive Claim. The award rendered by the arbitrator shall be final and consistent with the terms of the Acquisition Agreement, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any liability that the Transferors agree to assume or that is determined by the arbitrator to be a liability of the Transferors will be conclusively deemed a liability of the Transferors, provided that any such judgment may be collected exclusively by the payment by the Custodian of the amount thereof pursuant to Section 8(e) below, and shall not be the personal liability of any Transferor. Except by written consent of the person sought to be joined, no arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any person not a party to, or otherwise bound by, this Agreement. The provisions of this Agreement to arbitrate and any other written agreement to arbitrate referred to herein shall be specifically enforceable under the prevailing arbitration law.

(e) If it has been conclusively determined under Section 8(c) or Section 8(d) that the Transferee is entitled to a payment on account of a claim and the amount of the Losses on account of such claim (or any portion thereof) and character thereof (as an Exclusive Claim or Non-Exclusive Claim) has been finally determined, then the Custodian shall, upon three Business Days prior written notice to the Transferors' Agent, transfer to the Transferee or its nominee, an amount in full satisfaction of the Losses arising from such claim (or the applicable portion thereof) that bears the same relationship to the total Losses (as so finally determined) as (i) the sum of the aggregate amount of cash paid by the Transferee at Closing both to the Transferor Parties (other than any GP Loan Holder and the Manager) on account of their Percentage Interests under the Acquisition Agreement and to the Investor

Limited Partners pursuant to the Offer bears to (ii) the total consideration paid, in cash and OP Units (as valued as of the Closing in accordance with the Acquisition Agreement), both to the Transferor Parties (other than any GP Loan Holder and the Manager) on account of their Percentage Interests under the Acquisition Agreement and to the Investor Limited Partners pursuant to the Offer (the "Ratable Cash Portion"), multiplied by (i) in the case of an Exclusive Claim, 100% and (ii) in the case of a Non-Exclusive Claim, the Transferring Percentage. Such amounts shall be deemed to reduce the amount of cash deposited by each Transferor in accordance with each Transferor's proportionate amount of the cash initially deposited hereunder.

(f) Each Transferor agrees that no failure or delay on the part of the Transferee to exercise any right, power or remedy, and no notice or demand which may be given to or made upon the Transferors by the Custodian, for the benefit of the Transferee, with respect to any such remedies, shall operate as a waiver thereof, or limit or impair the Transferee's rights to take any action or to exercise any power or remedy hereunder, or prejudice its rights as against the Transferors in any respect.

9. Waiver. No delay on the Custodian's part in exercising any right hereunder, and no notice or demand which may be given to or made upon the Transferors by the Custodian with respect to any right hereunder, shall constitute a waiver thereof, or limit or impair the Custodian's right to take any action or to exercise any right hereunder, or prejudice the Custodian's rights as against the Transferors in any respect.

10. Assignment. The Transferors may not assign their rights under this Agreement. Transferee may assign its right to receive payment hereunder, provided that any assignee shall be subject to any defenses to such payment asserted by Transferor's Agent.

11. Termination. Upon the release of all of the assets in the custodial account to Section 12, or release of all cash pursuant to Section 8, the Custodian shall liquidate for cash, in accordance with the instructions of the Transferors' Agent, all of the remaining assets held in the custodial account, and shall deliver the net proceeds thereof in accordance with the instructions of the Transferors' Agent, free and clear of the Lien hereof, and all of the Transferors' obligations hereunder shall thereupon terminate. The General Partners shall be solely responsible for the further

distribution thereof to the Transferors, in accordance with Section 12(d), and shall be entitled to deduct from the net cash proceeds so received by it, prior to the distribution thereof to the Transferors, any amounts due and owing to the General Partners (or reserves deemed by them to be appropriate therefor) in their capacity as the "Previous General Partner" pursuant to the provisions of the Amendment relating to Authorized Contribution-Related Activities (as defined therein).

12. Release from the Custodial Account.

(a) On the first anniversary of Closing (the "Release Date"), the Custodian shall release the remaining cash and liquidate for cash, in accordance with the instructions of the Transferors' Agent, all of the other remaining assets held in the custodial account, except for assets (referred to herein as the "Retained Assets") having a value as reasonably determined by the Custodian equal to the sum of the Ratable Cash Portion of the aggregate amount of all claims that the Transferee has theretofore duly asserted through the delivery of a Claim Notice in accordance herewith, that have not been satisfied by the release of cash pursuant to Section 8 or resolved in accordance with Section 8(d). Except for the Retained Assets, Custodian shall deliver the net proceeds from the liquidation of the assets in the custodial account in accordance with the instructions of the Transferors' Agent, free and clear of the Lien hereof. The General Partners shall be solely responsible for the further distribution thereof to the Transferors, in accordance with Section 12(d), and shall be entitled to deduct from the net cash proceeds, prior to the distribution thereof to the Transferors, any amounts due and owing to the General Partners (or reserves deemed by them to be appropriate therefor) in their capacity as the "Previous General Partner" pursuant to the provisions of the Amendment relating to Authorized Contribution-Related Activities.

(b) From time to time after the Release Date, upon the final resolution of any dispute between the Transferee and any of the Transferors relating to a claim asserted by the Transferee against the Transferors pursuant to the Acquisition Agreement, which claim was asserted prior to the Release Date and as to which Retained Assets were retained in the custodial account, if it is determined that the amounts held hereunder are not required to satisfy such claim, then the Custodian shall promptly release from the custodial account and deliver to the Transferors' Agent for further distribution to the Transferors, in accordance with Section 12(a) above an amount of cash equal to the Ratable Cash Portion of such claim.

(c) At the end of each calendar year, the Custodian shall release from the custodial account and promptly deliver in accordance with the instructions of the Transferors' Agent for further distribution in accordance with Section 12(d), all accrued interest earned on the Collateral so long as the amount of pending claims as to which Claim Notices have been duly delivered hereunder would not exceed the amount that would remain in the custodial account after the release of such accrued interest. The Custodian shall also deliver an accounting of all activity with respect to the custodial account to the Transferee's Agent and the Transferors' Agent at least annually.

(d) In releasing any cash pursuant to Section 11 or to this Section 12, the General Partners shall allocate such released cash among the Transferors pro rata based on their respective proportionate amounts of the cash initially deposited hereunder.

13. Scope of Custodian's Duties. The Custodian's duties and responsibilities shall be limited to those expressly set forth in this Agreement. The Custodian is not a principal, participant or beneficiary in any transaction underlying this Agreement and shall have no duty to inquire beyond the terms and provisions hereof. The Custodian shall have no responsibility or obligation of any kind in connection with this Agreement or the assets in the custodial account, and shall not be required to deliver the same or any part thereof or take any action with respect to any matters that might arise in connection therewith, other than to receive, hold, invest, sell and release the cash and other custodial assets as herein. The Custodian shall exercise the degree of care and skill of a prudent man under the circumstances in the conduct of his own affairs and shall not be liable for any error in judgment, any act or omission, any mistake of law or fact, or for anything it may do or refrain from doing in connection herewith, except for its own willful misconduct or gross negligence. It is the intention of the parties hereto that the Custodian shall never be required to use, advance or risk its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

14. Reliance; Liability. The Custodian may rely upon, and shall not be liable for acting or refraining from acting upon, any written notice, instruction or request or other paper furnished to it hereunder and reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties. The Custodian shall be responsible for holding and disbursing the assets in the custodial account pursuant to this Agreement, but in no event shall it be liable for any exem-

plary or consequential damages in excess of the Custodian's fee hereunder. The Custodian is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of the subject matter of this Agreement or any part hereof or for the form of execution hereof, or for the identity or authority of any person executing or depositing the same. The Custodian shall have no liability for any loss arising from any cause beyond its control, including, but not limited to, the following: (a) the act, failure or neglect of any other party hereto or any agent or correspondent prudently selected by the Custodian for the remittance of funds; (b) any delay, error, omission or default of any mail, courier, telegraph, cable or wireless agency or operator; or (c) the acts or edicts of any Governmental Authority or other group exercising governmental powers.

15. Indemnification. The Transferee and the Transferors agree to jointly and severally indemnify the Custodian, its officers, directors, partners, employees, agents and counsel (each, an "Indemnified Party") against and hold each Indemnified Party harmless from, any and all losses, costs, damages, expenses, claims and attorneys' fees, including but not limited to costs of investigation or litigation suffered or incurred by any Indemnified Party in connection with or arising from or out of this Agreement, except such acts or omissions as may result from the willful misconduct or negligence of such Indemnified Party. The sole recourse of the Indemnified Parties for the obligations of the Transferors under this Section 15 shall be against the interest of the Transferors in the custodial assets held pursuant hereto, and no Transferor shall have any personal liability on account of such obligations.

16. Compensation and Reimbursement of Expenses. The Custodian shall be compensated in accordance with the fee schedule attached hereto as Schedule B hereto. The Transferee and the Transferors jointly and severally hereby agree to pay the fees of and out-of-pocket expenses incurred by the Custodian in performing its obligations or enforcing its rights hereunder and to reimburse the Custodian for all fees and expenses, including reasonable attorneys' fees, incurred by the Custodian in connection with the preparation, operation, administration and enforcement of this Agreement and its obligations hereunder. As between the Transferee and the Transferors, the fees and expenses of the Custodian shall be paid one-half by the Transferee and one-half from the custodial account. The sole recourse of the Custodian for the obligations of the Transferors under this Section 16 shall be against the interest of the Transferors in the custodial assets held pursuant hereto, and no Transferor shall have any personal liability on account of such obligations.

17. Consultation With Legal Counsel. The Custodian may consult with its counsel or other counsel satisfactory to it concerning any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and shall not be liable for any action taken, suffered or omitted by it in good faith upon the advice of such counsel.

18. Resignation. The Custodian may resign hereunder upon thirty days prior notice to the Transferee's Agent and the Transferors' Agent. Upon the effective date of such resignation, the Custodian shall deliver the assets in the custodial account to any substitute custodian designated by the other parties hereto. The Custodian's sole responsibility after the notice period expires shall be to keep safely the assets in the custodial account and to deliver the same to a designated substitute custodian, if any, or in accordance with the directions of a final order or judgment of a court of competent jurisdiction, at which time the Custodian's obligations hereunder shall cease and terminate.

19. Effective Date. This Agreement shall be effective as of the Closing (the "Effective Date").

20. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the Transferors ' Agent, the Transferors, the Transferee and their respective permitted successors, transferees and assigns. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except in writing duly signed for and on behalf of the Transferee and the Transferors. No Transferor may transfer or assign its interest in this Agreement other than by will, the laws of intestacy or by operation of law.

(b) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE.

21. Further Assurances; Transferee May Perform.

(a) Each Transferor will, at its own expense, do all such acts, and will furnish to the Custodian all such financing statements, certificates, legal opin-

ions and other documents and will do or cause to be done all such other things as the Custodian may reasonably request from time to time in order to give full effect to this Agreement and to secure the rights intended to be granted to the Transferee hereunder. To the extent permitted by applicable law, the Transferors hereby authorize the Custodian to execute and file, in the name of the Transferors or otherwise, Uniform Commercial Code financing statements (which may be photocopies of this Agreement) covering the collateral which the Custodian, at the Transferee's direction, may deem necessary or appropriate and shall, upon the release of custodial assets hereunder, file appropriate Uniform Commercial Code termination statements.

(b) If any Transferor fails to perform any act required by this Agreement, the Transferee may perform, or cause performance of, such act, and the expenses the Transferee incurred in connection therewith shall be deemed Holdback Claims which may be asserted only against such Transferor's share of sums that would otherwise be distributed to it from the custodial account upon the release of the assets therein.

22. Notices. Except as otherwise provided herein, any notice required hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered upon receipt after transmittal by hand or by telecopy or by Federal Express or similar service, or five Business Days after deposit in the United States mails, registered first class mail, with proper postage prepaid, and addressed to the party to be notified at the following addresses (or such other address as such party shall designate in a notice delivered to the other party hereunder):

To the Transferee: AIMCO Properties, L.P.
Tower Two
2000 South Colorado Boulevard, Suites 2-1000
Denver, Colorado 80222
Attention: Mr. Terry Considine and Mr. Harry Alcock
Telephone: (303) 759-8600
Telecopy: (303) 759-3226

and to: AIMCO Properties, L.P.
18350 Mt. Langley Avenue, Suite 220
Fountain Valley, California 92708
Attention: Mr. Peter Kompaniez

Telephone: (714) 593-1733
Telecopy: (714) 593-1703

With a Copy to: Skadden, Arps, Slate, Meagher & Flom
300 South Grand Avenue, Suite 3400
Los Angeles, California 90071
Attention: Mr. Allan G. Mutchnik, Esq.
Telephone: (213) 687-5391
Telecopy: (213) 687-5600

To the Transferors: the "Transferor Parties' Address"
(as defined on the Master Schedule)

With a copy to: Morrison & Foerster LLP
555 West Fifth Street
Los Angeles, California 90013
Attention: Thomas R. Fileti, Esq.
Telephone: (213) 892-5200
Telecopy: (213) 892-5454

To the Custodian: Stewart Title Guaranty Company
1980 Post Oak Boulevard, Suite 610
Houston, TX 77056
Attention: Ms. Wendy Howell
Telephone: (800) 729-1906
Telecopy: (713) 552-1703

Failure to comply with the provisions set forth above with respect to the delivery of copies shall not impair the validity of any notice otherwise complying with the terms hereof.

23. Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein or in the documents delivered pursuant hereto or in

connection herewith.

24. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The representations, warranties and obligations of each Transferor hereunder are several (and not joint) obligations of such Transferor.

25. Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

26. Headings. The Section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof.

27. Construction. This Agreement shall not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

28. Exhibits. All exhibits attached hereto are hereby incorporated by reference as though set out in full herein.

29. Attorneys' Fees. In the event that the Transferee brings an action or proceeding against any of the Transferors, or any of the Transferors brings an action or proceeding against the Transferee, to enforce or interpret any of the covenants, conditions, agreements or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs and expenses of such action or proceeding, including, without limitation, attorneys' fees, charges, disbursements and the fees and costs of expert witnesses. The sole recourse of the Transferee for the obligations of the Transferors under this Section 29 shall be against the interest of the Transferors in the custodial assets held pursuant hereto, and no Transferor shall have any personal liability on account of such obligations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

THE TRANSFEREE:

AIMCO Properties, L.P.,
a Delaware limited partnership

By: AIMCO-GP, INC.
a Delaware corporation
its General Partner

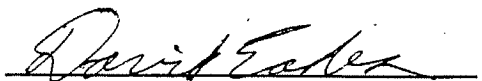
By: _____
Name: Peter K. Kompaniez
Title: President

[Signatures Continue on the Following Pages]

GENERAL PARTNER:

Roy H. Lambert

GENERAL PARTNER:



David C. Eades

REGENCY LP:

Roy H. Lambert

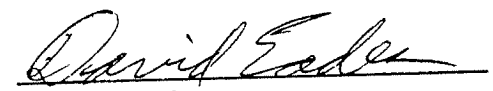
INVESTOR LIMITED PARTNERS:

Roy H. Lambert
as agent and representative of the limited partners listed on Schedule A hereto

David C. Eades
as agent and representative of the limited partners listed on Schedule A hereto

INVESTOR LIMITED PARTNERS:

Roy H. Lambert
as agent and representative of the limited partners listed on Schedule A hereto



David C. Eades
as agent and representative of the limited partners listed on Schedule A hereto

CUSTODIAL AGENT:

STEWART TITLE GUARANTY COMPANY

By: Wendy Howell
Name: Wendy Howell
Title: Sr. Commercial Closing Coordinator

Schedule A

Final Cash Holdback Schedule 1/21/00

Partnership Name	Investor_Name	Co_Investor	Units	Multiplier	Cash Holdback
Regency Michigan Meadows LP	Kyle Robeson		10.82	705	7628.1
Regency Michigan Meadows LP	Martin J. Moore		19.09	705	13458.45
Regency Michigan Meadows LP	V. Dale Cozad Trust U/L/W/T		19.09	705	13458.45

SCHEDULE B TO
CASH CUSTODIAL ACCOUNT AGREEMENT

Fees

½ Custodian Fees to be paid by Transferee:	$35.72
½ Custodian Fees to be paid from the custodial account:	$35.71
TOTAL FEES:	**$71.43**

Schedule B Cash - Canterbury Green, Colonial Crest, Glen Hollow, Michigan Meadows, Northview Harbor, Oakbrook

OP UNIT CUSTODIAL ACCOUNT AGREEMENT

This CUSTODIAL ACCOUNT AGREEMENT, is made and entered into as of December 21, 1999 (this "Agreement"), by and among the Regency General Partners listed on the signature pages hereto (the "General Partners"), those limited partners of Regency Michigan Meadows Limited Partnership, an Indiana limited partnership, listed on the signature pages hereto (the "Limited Partners" and, together with the General Partners, the "Transferors"), AIMCO Properties, L.P., a Delaware limited partnership (the "Transferee"), and Stewart Title Guaranty Company (the "Custodian"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Acquisition and Contribution Agreement and Joint Escrow Instructions, dated as of March 22, 1999, by and among the Transferee, GP1, GP2, the Manager, and the Regency LPs, as amended by that certain Reinstatement and Amendment to Acquisition and Contribution Agreement, dated September 29, 1999, and further amended by that certain Letter Agreement, dated October 22, 1999, relating to Regency Michigan Meadows Limited Partnership (collectively, the "Acquisition Agreement").

WHEREAS, pursuant to the Acquisition Agreement and the Offer Documents, the Transferee is purchasing among other things, Partnership Interests from the Transferors in exchange for cash, Common OP Units and Preferred OP Units; and

WHEREAS, pursuant to the Acquisition Agreement, the Transferors and the Transferee desire to establish certain procedures for the assertion of claims (collectively "Holdback Claims") of the Transferee, and each of the Transferors, as the sole and exclusive source for the payment of its share of such Holdback Claims, has agreed to pledge to Transferee for the benefit of the Transferee and deliver to the Custodian the number of OP Units set forth opposite the name of each such Transferor on Schedule A attached hereto to be held and applied as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the covenants of the parties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions set forth herein, the parties hereby agree as follows.

1. Delivery into the Custodial Account. As the sole and exclusive source for the payment of a Transferor's share of the Holdback Claims, such Transferor hereby delivers to the Custodian and pledges, assigns, grants a security interest in, and transfers unto the Transferee, each of the following (collectively, the Collateral"):

(a) all of such Transferor's right, title and interest in and to all OP Units described in Schedule A hereto (the "Initial Custodial Units") and the certificates, if any, representing the Initial Custodial Units, and, subject to Section 6, all distributions, cash, instruments and other property, from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Initial Custodial Units or any of the other Custodial Units (all OP Units from time to time included in the custodial account being referred to herein as the "Custodial Units");

(b) all other rights appurtenant to the property described in clause (a) above (including, without limitation, voting rights and rights to redemption); and

(c) all cash and noncash proceeds of any and all of the foregoing.

Certificates representing the Custodial Units set forth on Schedule A hereto, accompanied by proper instruments of assignment duly executed in blank by the Transferors are herewith delivered by the Transferors to the Custodian.

2. Establishment of Custodial Account. The Custodian is hereby appointed and designated to act as custodian and instructed to receive, hold, invest and release, pursuant to this Agreement, assets deposited into the custodial account as provided herein. The Custodian hereby acknowledges receipt of the Collateral to be held in the custodial account, and distributed for the benefit of the Transferors and the Transferee and their respective successors and assigns, as provided herein.

3. Investment of Cash in the Custodial Account. Pending disbursement of any cash comprising the Collateral, such funds shall be invested as follows: (i) in short-term United States government securities, or (ii) interest bearing bank accounts.

4. Appointment of Agents. The Transferee hereby designates Peter Kompaniez as its agent to act on behalf of Transferee for purposes of this Agreement

(the "Transferee's Agent"), and the Transferors hereby designate Neal Lohuis (or his designee) to act on behalf of all of the Transferors for purposes of this Agreement (the "Transferors' Agent"). The Custodian shall be entitled to rely upon the instructions of the Transferee's Agent and the Transferors' Agent as the instructions of the Transferee and all of the Transferors with respect to the investment and release of assets in the custodial account, as well as the transfer or assignment of all of the Custodial Units. The Transferee and the Transferors (acting through the General Partners) may change their, respective agents to any other natural person by sending written notice of such change to each of the other parties hereto.

5. Representations and Warranties. Each Transferor hereby represents and warrants to the Custodian and the Transferee that, as of the Effective Date (as defined below):

(a) Such Transferor is the sole holder of record and beneficial owner of the Custodial Units set forth opposite such Transferor's name on Schedule A hereto (as the same shall be amended from time to time), free and clear of any pledge, hypothecation, assignment, lien, charge, claim, security interest, option, preference, priority or other preferential arrangement of any kind or nature whatsoever ("Lien") thereon or affecting the title thereto.

(b) Such Transferor has the right and all requisite authority to pledge, assign, grant a security interest in, and transfer the portion of the Collateral delivered by such Transferor to the Transferee and to deliver such assets to the Custodian as provided herein.

(c) This Agreement has been duly authorized, executed and delivered by such Transferor and constitutes the legal, valid and binding obligation of such Transferor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(d) No consent, approval, authorization or other order of any Person is required under any order or agreement by which such Transferor is bound for (i) the execution and delivery of this Agreement by such Transferor or the delivery by such Transferor of Custodial Units to the Custodian as provided herein, or (ii) for the exercise by the Transferee of the voting or other rights provided for in this Agreement or the remedies in respect of assets delivered by such Transferor in

the custodial account pursuant to this Agreement, except as may be required in connection with the disposition of the assets in the custodial account by laws affecting the offering and sale of securities generally.

(e) Upon the delivery to the Custodian of the Collateral and the filing of any requisite financing statements by the Transferee, the Transferee will have a valid and perfected security interest therein subject to no prior Lien.

The representations and warranties set forth in this Section 5 shall survive the execution and delivery of this Agreement.

6. Rights of Transferors. Unless and until Custodial Units are transferred, assigned or sold pursuant to Section 8:

(a) Each Transferor shall be entitled to exercise any and all voting and other consensual rights pertaining to such Custodial Units delivered by such Transferor or any part thereof for any purpose not inconsistent with the terms of this Agreement or the Acquisition Agreement.

(b) Each Transferor shall be entitled, from time to time, to collect and receive for its own use all cash distributions paid on the Custodial Units delivered by such Transferor; provided, however, that until actually paid, all rights to such distributions shall remain subject to the Lien of this Agreement.

7. Covenants. Each Transferor covenants and agrees that until the termination of this Agreement:

(a) Such Transferor shall not, without the prior written consent of the Transferee, sell, assign, transfer, mortgage, pledge or otherwise encumber any of its rights in or to the Collateral or payments with respect thereto or grant a Lien on any thereof; provided further; that the Transferee maintains sole and absolute discretion in approving whether a Transferor may sell, assign, transfer, mortgage, pledge or otherwise encumber any of its rights in or to the Collateral or payments with respect thereto or grant a Lien an any thereof.

(b) Such Transferor shall, at its own expense, execute, acknowledge and deliver all such instruments and take all such action as may be necessary and as the Custodian may from time to time reasonably request, at the Transferee's direction, in order to ensure to the Transferee the benefits of the first priority Lien on and to the Collateral delivered by such Transferor intended to be created by this Agreement.

(c) Such Transferors shall defend the title to the Collateral delivered by such Transferor, and the Lien of the Transferee thereon against the claim of any Person claiming against or through such Transferor and will maintain and preserve such Lien so long as this Agreement shall remain in effect.

8. Claims.

(a) Transferee may give notice to the Transferors' Agent of any claims made pursuant to the Acquisition Agreement (each a "Claim Notice") from time to time, provided that, no such Claim Notice shall be given prior to November __, 2000 unless the claims contained in such Claim Notice could reasonably be expected to be greater than or equal to $250,000, and no such Claim Notice shall be given later than December __, 2000. Each Claim Notice shall set forth in reasonable detail the basis and character of each of the claims referred to therein, the total amount of losses resulting therefrom available to be claimed under the Acquisition Agreement ("Losses") and whether such Losses affect the Transferee exclusively (an "Exclusive Claim") or the partners of the Partnership collectively (a "Non-Exclusive Claim").

(b) Transferee shall give notice to the Transferors' Agent of any third party claims that Transferee believes could reasonably be expected to result in a claim being made by the Transferee under the Acquisition Agreement (each a "Third Party Claim"). Transferee's failure to promptly give notice of any such Third Party Claim shall not affect Transferee's rights hereunder or under the Acquisition Agreement unless (and to the extent that) the General Partner is materially prejudiced with respect to its defense of such Third Party Claim. Following receipt of notice of a Third Party Claim, the Transferors' Agent may, to the extent not reasonably objected to by the Transferee, dispute such Third Party Claim with such third party. Any notice of a Third Party Claim given under this Section 8(b) shall not be considered a Claim Notice for purposes hereof unless such notice specifically states that it is a "Claim Notice" hereunder.

(c) The Transferee shall cause the Partnership to first seek recovery for Losses set forth in a Claim Notice from any applicable Partnership insurance policies. If the Transferors' Agent does not notify the Transferee's Agent within 10 Business Days following its receipt of a Claim Notice, that the Transferors dispute either the entitlement of Transferee to make the claim specified in such Claim Notice, or the amount of the Losses identified therein or whether such claim is an Exclusive Claim or a Non-Exclusive Claim, then for purposes of Section 8(e) below, Transferee shall be entitled to a payment from the assets held by the Custodian on account of the Losses arising from such claim in the amount described in Section 8(e), and such claim shall be considered an Exclusive Claim or Non-Exclusive Claim as identified in such Claim Notice. Any objection to a Claim Notice shall specifically state the reasons for such objection with sufficient detail to allow the Transferee to evaluate such objection.

(d) If the Transferors' Agent has timely disputed any aspect of any claim, the Transferee's Agent and the Transferors' Agent agree to proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute will be resolved by arbitration. Unless the parties agree otherwise, the same arbitrator shall be used to resolve all disputes that the parties are unable to resolve through negotiation as provided for herein. The procedures to be used in resolving such dispute through arbitration shall be the American Arbitration Association ("AAA") Commercial Dispute Resolution Procedures as amended and effective 1/1/99, including the Expedited Procedures provided for therein, but not including the Optional Procedures for Large Complex Commercial Disputes contained therein. The situs of the arbitration shall be agreed to by the parties. The fees of AAA shall be paid one-half by the Transferee and one-half from the Custodial Account. Notice of the demand for arbitration shall be filed in writing by the Transferee's Agent with the Transferors' Agent and with the AAA and shall be made within a reasonable time after the dispute has arisen. Within 15 days after the date the arbitration notice is filed with the AAA, the Transferee's Agent and the Transferors' Agent shall select one person to act as arbitrator. If the parties are unable to agree upon an arbitrator within 10 days, the arbitrator shall be selected by the AAA within 30 days thereafter. The arbitrator shall be independent and impartial. The arbitrator shall determine the amount of such claim and whether the claim is an Exclusive or Non-Exclusive Claim. The award rendered by the arbitrator shall be final and consistent with the terms of the Acquisition Agreement, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any liability that the Transferors agree to assume or that is determined by

the arbitrator to be a liability of the Transferors will be conclusively deemed a liability of the Transferors, provided that any such judgment may be collected exclusively by the payment by the Custodian of the amount thereof pursuant to Section 8(e) below, and shall not be the personal liability of any Transferor. Except by written consent of the person sought to be joined, no arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any person not a party to, or otherwise bound by, this Agreement. The provisions of this Agreement to arbitrate and any other written agreement to arbitrate referred to herein shall be specifically enforceable under the prevailing arbitration law.

(e) If it has been conclusively determined under Section 8(c) or Section 8(d) that the Transferee is entitled to a payment on account of a claim and the amount of the Losses on account of such claim (or any portion thereof) and character thereof (as an Exclusive Claim or Non-Exclusive Claim) has been finally determined, then as Transferee's exclusive remedy, the Custodian shall: upon three Business Days prior written notice to the Transferors' Agent, transfer to the Transferee or its nominee, a number of Custodial Units (valued in accordance with clause (f) hereof) in full satisfaction of the Losses arising from such claim (or the applicable portion thereof) that bears the same relationship to the total Losses (as so finally determined) as (i) the sum of the aggregate number of OP Units paid by the Transferee at Closing both to the Transferor Parties (other than any GP Loan Holder and the Manager) on account of their Percentage Interests under the Acquisition Agreement and to the Investor Limited Partners pursuant to the Offer bears to (ii) the total consideration paid, in cash and OP Units (as valued as of the Closing in accordance with the Acquisition Agreement), both to the Transferor Parties (other than any GP Loan Holder and the Manager) on account of their Percentage Interests under the Acquisition Agreement and to the Investor Limited Partners pursuant to the Offer (the "Ratable Custodial Unit Portion"), multiplied by (i) in the case of an Exclusive Claim, 100% and (ii) in the case of a Non-Exclusive Claim, the Transferring Percentage; or

(f) For purposes of any Custodial Units released pursuant to this Agreement, Common OP Units held in the custodial account shall be valued at $40.045875 per unit and Preferred OP Units held in the custodial account shall be valued at $25 per unit. Any release of Custodial Units hereunder, either to the Transferors, the Transferor's Agent or to Transferee, shall be allocated between

Common OP Units and Preferred OP Units in the same proportion as existed on the date hereof.

(g) Upon the transfer or assignment of Custodial Units pursuant to this Section 8, such claim shall be satisfied as to the amount of such claim (or portion thereof) that was used to determine the number of Custodial Units so transferred or assigned. Such number of Custodial Units shall be deemed to reduce the number of Custodial Units deposited by each Transferor in accordance with each Transferor's proportionate amount of the Custodial Units initially deposited hereunder.

(h) Each Transferor agrees that it will not at any time plead, claim or take the benefit of any appraisal, valuation, stay, extension, moratorium or redemption law now or hereafter in force in order to prevent or delay the enforcement of this Agreement, and the Transferor waives the benefit of all such laws to the extent it lawfully may do so. Each Transferor agrees that no failure or delay on the part of the Transferee to exercise any right, power or remedy, and no notice or demand which may be given to or made upon the Transferors by the Custodian, for the benefit of the Transferee, with respect to any such remedies, shall operate as a waiver thereof, or limit or impair the Transferee's rights to take any action or to exercise any power or remedy hereunder, or prejudice its rights as against the Transferors in any respect.

9. Waiver. No delay on the Custodian's part in exercising any right hereunder, and no notice or demand which may be given to or made upon the Transferors by the Custodian with respect to any right hereunder, shall constitute a waiver thereof, or limit or impair the Custodian's right to take any action or to exercise any right hereunder, or prejudice the Custodian's rights as against the Transferors in any respect.

10. Assignment. The Transferors may not assign their rights under this Agreement. Transferee may assign its right to receive payment hereunder, provided that any assignee shall be subject to any defenses to such payment asserted by Transferor's Agent.

11. Termination. Upon the release of all of the Custodial Units in the custodial account to Section 12, or release of all Custodial Units pursuant to Section 8, the Custodian shall liquidate for cash, in accordance with the instructions of the Transferors' Agent, all of the remaining assets (other than Custodial Units) held in

the custodial account, and shall deliver the net proceeds thereof in accordance with the instructions of the Transferors' Agent, free and clear of the Lien hereof, and all of the Transferors' obligations hereunder shall thereupon terminate. The General Partners shall be solely responsible for the further distribution thereof to the Transferors, in accordance with Section 12(d), and shall be entitled to deduct from the assets so received by them, prior to the distribution thereof to the Transferors, any amounts due and owing to the General Partners (or reserves deemed by them to be appropriate therefor) in their capacity as the "Previous General Partner" pursuant to the provisions of the Amendment relating to Authorized Contribution-Related Activities (as defined therein).

12. Release from the Custodial Account.

(a) On the first anniversary of Closing (the "Release Date"), the Custodian shall release the remaining Custodial Units and liquidate for cash, in accordance with the instructions of the Transferors' Agent, all of the other remaining assets held in the custodial account, except for assets (referred to herein as the "Retained Assets") having a value as reasonably determined by the Custodian equal to the sum of the Ratable Custodial Unit Portion of the aggregate amount of all claims that the Transferee has theretofore duly asserted through the delivery of a Claim Notice in accordance herewith, that have not been satisfied by the release of Custodial Units pursuant to Section 8 or resolved in accordance with Section 8(d). Except for the Retained Assets, Custodian shall deliver the released Custodial Units and net proceeds from the liquidation of the assets in the custodial account (other than Custodial Units) in accordance with the instructions of the Transferors' Agent, free and clear of the Lien hereof. The General Partners shall be solely responsible for the further distribution thereof to the Transferors, in accordance with Section 12(d), and shall be entitled to deduct from the amounts so received by them, prior to the distribution thereof to the Transferors, any amounts due and owing to the General Partners (or reserves deemed by them to be appropriate therefor) in their capacity as the "Previous General Partner" pursuant to the provisions of the Amendment relating to Authorized Contribution-Related Activities.

(b) From time to time after the Release Date, upon the final resolution of any dispute between the Transferee and any of the Transferors relating to a claim for indemnification asserted by the Transferee against the Transferors pursuant to the Acquisition Agreement, which claim was asserted prior to the Release Date and as to which Retained Assets were retained in the custodial account,

if it is determined that the amounts held hereunder are not required to satisfy such claim, then the Custodian shall promptly release from the custodial account and deliver to the Transferors' Agent for further distribution to the Transferors. in accordance with Section 12(a) above, an amount of Custodial Units equal to the Ratable Custodial Unit Portion of such claim.

(c) At the end of each calendar year, the Custodian shall release from the custodial account and promptly deliver in accordance with the instructions of the Transferors' Agent for further distribution in accordance with Section 12(d), all distributions paid on the Custodial Units, plus all interest earned on any other custodial assets so long as the amount of pending claims as to which Claim Notices have been duly delivered hereunder would not exceed the amount that would remain in the custodial account after the release of such cash. The Custodian shall also deliver an accounting of all activity with respect to the custodial account to the Transferee's Agent and the Transferors' Agent at least annually.

(d) In releasing any cash pursuant to Section 11 or to this Section 12, the General Partners shall allocate such released assets among the Transferors pro rata based on their respective proportionate amounts of the OP Units initially deposited hereunder.

13. Scope of Custodian's Duties. The Custodian's duties and responsibilities shall be limited to those expressly set forth in this Agreement. The Custodian is not a principal, participant or beneficiary in any transaction underlying this Agreement and shall have no duty to inquire beyond the terms and provisions hereof. The Custodian shall have no responsibility or obligation of any kind in connection with this Agreement or the assets in the custodial account, and shall not be required to deliver the same or any part thereof or take any action with respect to any matters that might arise in connection therewith, other than to receive, hold, invest and release the Custodial Units and other custodial assets as herein. The Custodian shall exercise the degree of care and skill of a prudent man under the circumstances in the conduct of his own affairs and shall not be liable for any error in judgment, any act or omission, any mistake of law or fact, or for anything it may do or refrain from doing in connection herewith, except for its own willful misconduct or gross negligence. It is the intention of the parties hereto that the Custodian shall never be required to use, advance or risk its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

14. Reliance; Liability. The Custodian may rely upon, and shall not be liable for acting or refraining from acting upon, any written notice, instruction or request or other paper furnished to it hereunder and reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties. The Custodian shall be responsible for holding and disbursing the assets in the custodial account pursuant to this Agreement, but in no event shall it be liable for any exemplary or consequential damages in excess of the Custodian's fee hereunder. The Custodian is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of the subject matter of this Agreement or any part hereof or for the form of execution hereof, or for the identity or authority of any person executing or depositing the same. The Custodian shall have no liability for any loss arising from any cause beyond its control, including, but not limited to, the following: (a) the act, failure or neglect of any other party hereto or any agent or correspondent prudently selected by the Custodian for the remittance of funds; (b) any delay, error, omission or default of any mail, courier, telegraph, cable or wireless agency or operator; or (c) the acts or edicts of any Governmental Authority or other group exercising governmental powers.

15. Indemnification. The Transferee and the Transferors agree to jointly and severally indemnify the Custodian, its officers, directors, partners, employees, agents and counsel (each, an "Indemnified Party") against and hold each Indemnified Party harmless from, any and all losses, costs, damages, expenses, claims and attorneys' fees, including but not limited to costs of investigation or litigation suffered or incurred by any Indemnified Party in connection with or arising from or out of this Agreement, except such acts or omissions as may result from the willful misconduct or negligence of such Indemnified Party. The sole recourse of the Indemnified Parties for the obligations of the Transferors under this Section 15 shall be against the interest of the Transferors in the custodial assets held pursuant hereto, and no Transferor shall have any personal liability on account of such obligations.

16. Compensation and Reimbursement of Expenses. The Custodian shall be compensated in accordance with the fee schedule attached hereto as Schedule B hereto. The Transferee and the Transferors jointly and severally hereby agree to pay the fees of and out-of-pocket expenses incurred by the Custodian in performing its obligations or enforcing its rights hereunder and to reimburse the Custodian for all fees and expenses, including reasonable attorneys' fees, incurred by the Custodian in connection with the preparation, operation, administration and enforcement of this Agreement and its obligations hereunder. As between the Transferee and the

Transferors, the fees and expenses of the Custodian shall be paid one-half by the Transferee and one-half from the custodial account. The sole recourse of the Custodian for the obligations of the Transferors under this Section 16 shall be against the interest of the Transferors in the custodial assets held pursuant hereto, and no Transferor shall have any personal liability on account of such obligations.

17. Consultation With Legal Counsel. The Custodian may consult with its counsel or other counsel satisfactory to it concerning any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and shall not be liable for any action taken, suffered or omitted by it in good faith upon the advice of such counsel.

18. Resignation. The Custodian may resign hereunder upon thirty days prior notice to the Transferee's Agent and Transferors' Agent. Upon the effective date of such resignation, the Custodian shall deliver the assets in the custodial account to any substitute custodian designated by the other parties hereto. The Custodian's sole responsibility after the notice period expires shall be to keep safely the assets in the custodial account and to deliver the same to a designated substitute custodian, if any, or in accordance with the directions of a final order or judgment of a court of competent jurisdiction, at which time the Custodian's obligations hereunder shall cease and terminate.

19. Effective Date. This Agreement shall be effective as of the Closing (the "Effective Date").

20. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the Transferors' Agent, the Transferors, the Transferee and their respective permitted successors, transferees and assigns. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except in writing duly signed for and on behalf of the Transferee and the Transferors. No Transferor may transfer or assign its interest in this Agreement other than by will, the laws of intestacy or by operation of law.

(b) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF

THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE.

21. Further Assurances; Transferee May Perform.

(a) Each Transferor will, at its own expense, do all such acts, and will furnish to the Custodian all such financing statements, certificates, legal opinions and other documents and will do or cause to be done all such other things as the Custodian may reasonably request from time to time in order to give full effect to this Agreement and to secure the rights intended to be granted to the Transferee hereunder. To the extent permitted by applicable law, the Transferors hereby authorize the Custodian to execute and file, in the name of the Transferors or otherwise, Uniform Commercial Code financing statements (which may be photocopies of this Agreement) covering the Collateral which the Custodian, at the Transferee's direction, may deem necessary or appropriate and shall, upon the release of custodial assets hereunder, file appropriate Uniform Commercial Code termination statements.

(b) If any Transferor fails to perform any act required by this Agreement, the Transferee may perform, or cause performance of, such act, and the expenses the Transferee incurred in connection therewith shall be deemed Holdback Claims which may be asserted only against such Transferor's share of assets that would otherwise be distributed to it from the custodial account upon the release of the assets therein.

22. Notices. Except as otherwise provided herein, any notice required hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered upon receipt after transmittal by hand or by telecopy or by Federal Express or similar service, or five Business Days after deposit in the United States mails, registered first class mail, with proper postage prepaid, and addressed to the party to be notified at the following addresses (or such other address as such party shall designate in a notice delivered to the other party hereunder):

To the Transferee:	AIMCO Properties, L.P. Tower Two 200 South Colorado Boulevard, Suites 2-1000 Denver, Colorado 80222 Attention: Mr. Terry Considine and Mr. Harry Alcock Telephone: (303) 759-8600 Telecopy: (303) 759-3226
and to:	AIMCO Properties, L.P. 18350 Mt. Langley Avenue, Suite 220 Fountain Valley, California 92708 Attention: Mr. Peter Kompaniez Telephone: (714) 593-1723 Telecopy: (714) 593-1703
With a Copy to:	Skadden, Arps, Slate, Meagher & Flom 300 South Grand Avenue, Suite 3400 Los Angeles, California 90071 Attention: Mr. Allan G. Mutchnik, Esq. Telephone: (213) 687-5391 Telecopy: (213) 687-5600
To the Transferors:	the "Transferor Parties' Address" (as defined on the Master Schedule)
With a copy to:	Morrison & Foerster LLP 555 West Fifth Street Los Angeles, California 90013 Attention: Thomas R. Fileti, Esq. Telephone: (213) 892-5200 Telecopy: (213) 892-5454
To the Custodian:	Stewart Title Guaranty Company 1980 Post Oak Boulevard, Suite 610 Houston, Texas 77056 Attention: Ms. Wendy Howell Telephone: (800) 729-1906 Telecopy: (713) 552-1703

Failure to comply with the provisions set forth above with respect to the delivery of copies shall not impair the validity of any notice otherwise complying with the terms hereof.

23. Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein or in the documents delivered pursuant hereto or in connection herewith.

24. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The representations, warranties and obligations of each Transferor hereunder are several (and not joint) obligations of such Transferor.

25. Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

26. Headings. The Section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof.

27. Construction. This Agreement shall not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

28. Exhibits. All exhibits attached hereto are hereby incorporated by reference as though set out in full herein.

29. Attorneys' Fees. In the event that the Transferee brings an action or proceeding against any of the Transferors, or any of the Transferors brings an action

or proceeding against the Transferee, to enforce or interpret any of the covenants, conditions, agreements or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs and expenses of such action or proceeding, including, without limitation, attorneys' fees, charges, disbursements and the fees and costs of expert witnesses. The sole recourse of the Transferee for the obligations of the Transferors under this Section 29 shall be against the interest of the Transferors in the custodial assets held pursuant hereto, and no Transferor shall have any personal liability on account of such obligations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

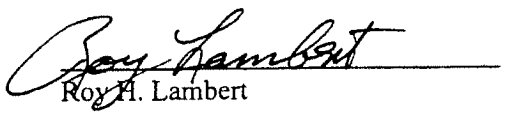
THE TRANSFEREE:

AIMCO Properties, L.P.,
a Delaware limited partnership

By: AIMCO-GP, INC.
a Delaware corporation
its General Partner

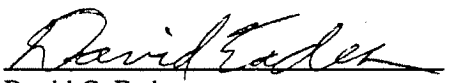
By: _____
Name: Peter K. Kompaniez
Title: President

GENERAL PARTNER:



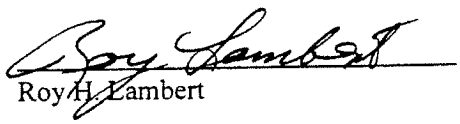
Roy H. Lambert

GENERAL PARTNER:



David C. Eades

REGENCY LP:



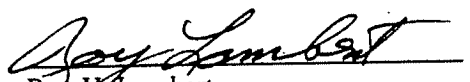
Roy H. Lambert

INVESTOR LIMITED PARTNERS:

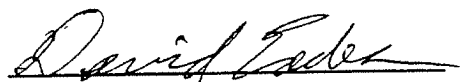
Roy H. Lambert
as agent and representative of the limited partners listed on Schedule A hereto

David C. Eades
as agent and representative of the limited partners listed on Schedule A hereto

INVESTOR LIMITED PARTNERS:



Roy H. Lambert
as agent and representative of the limited partners listed on Schedule A hereto



David C. Eades
as agent and representative of the limited partners listed on Schedule A hereto

CUSTODIAL AGENT:

STEWART TITLE GUARANTY COMPANY

By: Wendy Howell
Name: Wendy Howell
Title: Sr. Commercial Closing Coordinator

SCHEDULE A TO
CUSTODIAL ACCOUNT AGREEMENT

CUSTODIAL UNITS

OP Unit-Michigan Meadows

176535.02-Los Angeles S1A

SCHEDULE B TO
OP UNIT CUSTODIAL ACCOUNT AGREEMENT

Fees

½ Custodian Fees to be paid by Transferee:	$35.72
½ Custodian Fees to be paid from the custodial account:	$35.71
TOTAL FEES:	**$71.43**

Exhibit “R”
Guarantee

GUARANTY AGREEMENT

This GUARANTY AGREEMENT (this "**Guaranty**") is made as of DECEMBER 30, 1999, by AIMCO PROPERTIES, L.P., a Delaware limited liability company (the "**Guarantor**") in favor of SUNAMERICA LIFE INSURANCE COMPANY, an Arizona corporation (formerly known as Sun Life Insurance Company of America) (the "**Lender**").

1. Loan and Note. This Guaranty is executed in connection with the execution by AIMCO MICHIGAN MEADOWS HOLDINGS, L.L.C. a Delaware limited liability company (the "**Borrower**") of a Consent to Property Transfer, Assumption Agreement and Loan Modification Agreement (the "**Consent Agreement**") where by it has, among other things, assumed the obligations of ROY H. LAMBERT ("**Lambert**") and DAVID C. EADES ("**Eades**"; Lambert and Eades sometimes collectively referred to herein as the "**Maker**") under a certain mortgage note dated October 25, 1985 in the original principal amount of $2,000,000.00 (the "**Original Note**") as amended and restated by a certain Amended and Restated Mortgage Note made by the Maker dated July 24, 1992 in the original principal amount of $1,936,562.38 (the "**Amended Note**", the Original Note as amended by the Amended Note together with the Amended Note are collectively referred to herein as the "**Note**") payable to the order of John Alden Life Insurance Company (predecessor to Lender). The Note is secured by a Real Estate Mortgage and Security Agreement dated October 25, 1985 between Maker and John Alden Life Insurance Company, (the "**Original Mortgage**"), as amended and restated by a certain Amended and Restated Real Estate Mortgage and Security Agreement dated July 24, 1992 between Maker and John Alden Life Insurance Company (the "**Amended Mortgage**"; the Original Mortgage as modified by the Amended Mortgage, together with the Amended Mortgage are sometimes collectively referred to herein as the "**Mortgage**") which Mortgage encumbers certain real property located at 3800 West Michigan Street, Indianapolis, Indiana (as such property is more fully described in the Original Mortgage, the "**Property**") and the improvements erected thereon. As hereinafter used herein the terms "Note" and "Mortgage" shall mean the Note and Mortgage as modified by the Consent Agreement. The foregoing loan is referred to herein as the "**Loan**". The Mortgage, together with the Consent Agreement, Note and all other documents executed by Maker and/or Borrower evidencing and/or securing the Loan, are referred to as the "**Loan Documents**". All capitalized terms used herein without definition shall have the meanings given to such terms in the Loan Documents.

2. Purpose and Consideration. The execution and delivery of this Guaranty by Guarantor is a condition to Lender's willingness to enter into the Consent Agreement with the Borrower, is made in order to induce Lender to accept the assumption of the Loan provided for in the Consent Agreement, and is made in recognition that Lender will be relying upon this Guaranty in entering into the Consent Agreement and accepting the assumption. Guarantor has a significant ownership interest in Borrower, and, accordingly, acknowledges that Guarantor will receive material direct and indirect benefit from Lender entering into the Consent Agreement and accepting the assumption.

3. Guaranty. Guarantor hereby guarantees absolutely, primarily, and irrevocably, payment and performance of all obligations of Borrower under the Loan Documents for which Borrower has or may incur personal liability to Lender, including without limitation, all obligations of Borrower under the exceptions to the non-recourse provisions described in Section 6.10 of the Amended Mortgage (collectively, the "**Obligations**").

4. Guaranty is Independent and Absolute. The obligations of Guarantor hereunder are

independent of the obligations of Borrower and of any other person who may become liable with respect to the Obligations. Guarantor is jointly and severally liable with Borrower and with any other guarantor for the full and timely payment and performance of all of the Obligations. Guarantor expressly agrees that a separate action or actions may be brought and prosecuted against Guarantor (or any other guarantor), whether or not any action is brought against Borrower, any other guarantor or any other person for any Obligations guaranteed hereby and whether or not Borrower, any other guarantor or any other persons are joined in any action against Guarantor. Guarantor further agrees that Lender shall have no obligation to proceed against any security for the Obligations prior to enforcing this Guaranty against Guarantor, and that Lender may pursue or omit to pursue any and all rights and remedies Lender has against any person or with respect to any security in any order or simultaneously or in any other manner. All rights of Lender and all obligations of Guarantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Note or any other Loan Document, and (b) any other circumstances which might otherwise constitute a defense available to, or a discharge of Borrower in respect of, the Obligations.

5. Authorizations to Lender. Guarantor authorizes Lender, without notice or demand and without affecting Guarantor's liability hereunder, from time to time (a) to renew, extend, accelerate or otherwise change the time for payment of, change, amend, alter, cancel, compromise or otherwise modify the terms of the Note, including increasing the rate or rates of interest thereunder agreed to by Borrower, and to grant any indulgences, forbearance, or extensions of time; (b) to renew, extend, change, amend, alter, cancel, compromise or otherwise modify any of the terms, covenants, conditions or provisions of any of the Loan Documents or any of the Obligations; (c) to apply any security and direct the order or manner of sale thereof as Lender, in Lender's discretion, may determine; (d) to proceed against Borrower, Guarantor or any other guarantor with respect to any or all of the Obligations without first foreclosing against any security therefor; (e) to exchange, release, surrender, impair or otherwise deal in any manner with, or waive, release or subordinate any security interest in, any security for the Obligations; (f) to release or substitute Borrower, any other guarantors, endorsers, or other parties who may be or become liable with respect to the Obligations, without any release being deemed made of Guarantor or any other such person; and (g) to accept a conveyance or transfer to Lender of all or any part of any security in partial satisfaction of the Obligations, or any of them, without releasing Borrower, Guarantor, or any other guarantor, endorser or other party who may be or become liable with respect to the Obligations, from any liability for the balance of the Obligations.

6. Application of Payments Received by Lender. Any sums of money Lender receives from or for the account of Borrower may be applied by Lender to reduce any of the Obligations or any other liability of Borrower to Lender, as Lender in Lender's discretion deems appropriate.

7. Waivers by Guarantor. In addition to all waivers expressed in any of the Loan Documents, all of which are incorporated herein by Guarantor, Guarantor hereby waives (a) presentment, demand, protest and notice of protest, notice of dishonor and of non-payment, notice of acceptance of this Guaranty, and diligence in collection (b) notice of the existence, creation, or incurring of any new or additional Obligations under or pursuant to any of the Loan Documents; (c) any right to require Lender to proceed against, give notice to, or make demand upon Borrower; (d) any right to require Lender to proceed against or exhaust any security or to proceed against or exhaust any security in any particular order; (e) any right to require Lender to pursue any remedy of Lender; (f) any right to

direct the application of any security held by Lender; (g) any right of subrogation or to enforce any remedy which Lender may have against Borrower and any right to participate in any security now or hereafter held by Lender and any right to reimbursement from the Borrower for amounts paid to Lender by Guarantor; (h) benefits, if any, of Guarantor under any antideficiency statutes or single-action legislation; (i) any defense arising out of any disability or other defense of Borrower, including bankruptcy, dissolution, liquidation, cessation, impairment, modification, or limitation, from any cause, of any liability of Borrower, or of any remedy for the enforcement of such liability; (j) any statute of limitations affecting the liability of Guarantor hereunder; (k) any right to plead or assert any election of remedies by Lender; and (l) any other defenses available to a surety under applicable law (m) notice of any adverse change in the financial condition of the Borrower or of any other fact that might increase Guarantor's risk hereunder; (n) notice of any event of default under the Loan Documents; and (o) all other notices (except if such notice is specifically required to be given to Guarantor hereunder or under any Loan Document to which Guarantor is a party) and demands to which Guarantor might otherwise be entitled..

8. Subordination by Guarantor. Guarantor hereby agrees that any indebtedness of Borrower to Guarantor or to any party affiliated with, either directly or indirectly, with Borrower, Eades, Lambert and/or Regency Michigan Meadows Limited Partnership, whether now existing or hereafter created, shall be and is hereby subordinated to the indebtedness of Borrower to Lender under the Loan Documents. Guarantor shall not accept or seek to receive any amounts from Borrower on account of any indebtedness of Borrower to Guarantor until such time as the Obligations have been paid and satisfied in full.

9. Bankruptcy Reimbursements. Guarantor hereby agrees that if any amounts paid to Lender by Borrower or any other party liable for payment and satisfaction of the Obligations (other than Guarantor) are recovered from Lender in any bankruptcy proceeding, Guarantor shall reimburse Lender immediately on demand for all amounts so recovered from Lender, together with interest thereon at the default rate set forth in the Note from the date such amounts are so recovered until repaid in full to Lender, and, for this purpose, this Guaranty shall survive repayment of the Loan. Without limiting the foregoing, Guarantor shall pay all costs and expenses incurred by Lender in connection with any bankruptcy proceeding of Borrower, Guarantor or any other party liable for payment and satisfaction of the Obligations, including attorneys' fees and expenses.

10. Jurisdiction and Venue. Guarantor hereby submits itself to the jurisdiction and venue of any federal or state court located in Indiana, in connection with any action or proceeding brought for enforcement of Guarantor's obligations hereunder, and hereby waives any and all personal or other rights under the law of any other country or state to object to jurisdiction within Indiana, for purposes of litigation to enforce such obligations. Guarantor agrees that service of process upon Guarantor shall be complete upon delivery thereof in any manner permitted by law to Guarantor's agent for service of process as designated in Section 11, below.

11. Service of Process. Guarantor hereby appoints CT Corporation as its lawfully designated agent for service of process and hereby consents to such service for purposes of submitting to the jurisdiction and venue of any federal or state court located in Indiana as provided in Section 10, above. Guarantor hereby agrees that it shall not change its designated agent without giving prior written notice thereof to Lender and having received Lender's prior express written consent to such

redesignation. In the event service of process in accordance with the foregoing is not possible after two weeks' reasonable effort by Lender, Guarantor hereby consents to service by publication in a newspaper of general circulation in Indianapolis.

12. Financial Statements. In addition to those obligations set forth in any of the Loan Documents, for so long as any of the Obligations remain unsatisfied, within 90 days after the end of each calendar year, Guarantor shall furnish to Lender such financial statements of Guarantor for such calendar year as Lender may request, in such detail as Lender may request, certified by Guarantor as being true and correct in all respects. Guarantor shall also furnish to Lender copies of its federal and state income tax returns for the preceding year within ten (10) days of the filing thereof with the appropriate governmental agencies.

13. Assignability. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, representatives, successors, and assigns and shall inure to the benefit of Lender and Lender's successors and assigns. This Guaranty shall follow the Note and other Loan Documents which are for the benefit of Lender, and, in the event the Note and other Loan Documents are negotiated, sold, transferred; assigned, or conveyed by Lender in whole or in part, this Guaranty shall be deemed to have been sold, transferred, assigned, or conveyed by Lender to the holder or holders of the Note and other Loan Documents, with respect to the Obligations contained therein, and such holder or holders may enforce this Guaranty as if such holder or holders had been originally named as Lender hereunder.

14. Payment of Costs of Enforcement. In the event any action or proceeding is brought to enforce this Guaranty, Guarantor shall pay all costs and expenses of Lender in connection with such action or proceeding, including, without limitation, all attorneys' fees incurred by Lender.

15. Notices. Any notice required or permitted to be given by Guarantor or Lender under this Guaranty shall be in writing and will be deemed given (a) upon personal delivery, (b) on the first business day after receipted delivery to a courier service which guarantees next-business day delivery, or (c) on the third business day after mailing, by registered or certified United States mail, postage prepaid, in any case to the appropriate party at its address set forth below:

If to Guarantor:
Colorado Center, Tower Two
200 South Colorado Boulevard, Suite 2-1000
Denver, Colorado 80222
Attention: Ms. Patti K. Fielding

If to Lender:
SunAmerica Life Insurance Company
1 SunAmerica Center, Century City
Los Angeles, California 90067-6022
attn.: Director-Mortgage Lending and Real Estate

Either party may change such party's address for notices or copies of notices by giving notice to the other party in accordance with this Section 15.

16. Reinstatement of Obligations. If at any time all or any part of any payment made by Guarantor or received by Lender from Guarantor under or with respect to this Guaranty is or must be rescinded or returned for any reason whatsoever (including, but not limited to, the insolvency, bankruptcy or reorganization of any Guarantor), then the obligations of Guarantor hereunder shall, to the extent of the payment rescinded or returned, and to the extent permitted by law, be deemed to have continued in existence, notwithstanding such previous payment made by Guarantor, or receipt of payment by Lender, and the obligations of Guarantor hereunder shall continue to be effective or be reinstated, as the case may be, as to such payment, all as though such previous payment by Guarantor had never been made.

17. Severability of Provisions. If any provision hereof or of any other Loan Document shall, for any reason and to any extent, be invalid or unenforceable, then the remainder of the document in which such provision is set forth, the application of the provision to other persons, entities or circumstances, and any other document referred to herein shall not be affected thereby but instead shall be enforceable to the maximum extent permitted by law.

18. Joint and Several Obligation. If Guarantor is more than one person or entity, then (a) all persons or entities comprising Guarantor are jointly and severally liable for all of the Obligations; (b) all representations, warranties, and covenants made by Guarantor shall be deemed representations, warranties, and covenants of each of the persons or entities comprising Guarantor; (c) any breach, default or Event of Default by any of the persons or entities comprising Guarantor hereunder shall be deemed to be a breach, default, or Event of Default of Guarantor; and (d) any reference herein contained to the knowledge or awareness of Guarantor shall mean the knowledge or awareness of any of the persons or entities comprising Guarantor.

19. Waiver. Neither the failure of Lender to exercise any right or power given hereunder or to insist upon strict compliance by Borrower, Guarantor, any other guarantor, or any other person with any of its obligations set forth herein or in any of the Loan Documents, nor any practice of Borrower or Guarantor at variance with the terms hereof or of any Loan Documents, shall constitute a waiver of Lender's right to demand strict compliance with the terms and provisions of this Guaranty.

20. Certain Waivers. GUARANTOR, BY SIGNING THIS GUARANTY, AND LENDER, BY ACCEPTING IT, EACH KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS GUARANTY, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER AND GUARANTOR ENTERING INTO THE SUBJECT LOAN TRANSACTION.

21. Applicable Law. This Guaranty and the rights and obligations of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the day and year first above written.

GUARANTOR
AIMCO PROPERTIES, L.P.
a Delaware limited partnership

By: AIMCO-GP, INC.
a Delaware corporation,
its General Partner

By: _____
Harry Alcock, Executive Vice President

STATE OF Colorado)
) SS.
COUNTY OF Denver)

Before me, a notary public in and for said County and State, personally appeared Harry Alcock, as Executive Vice President of AIMCO-GP, Inc., the general partner of AIMCO Properties, L.P., who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 30th day of December 1999.

My commission expires.

MY COMMISSION EXPIRES:
~~April 5, 2002~~

Signature: _____
Printed Name: Cheryl V. Gurule
Resident of: _____ County, _____

CHERYL V. GURULE
NOTARY
PUBLIC
STATE OF COLORADO

Exhibit "S"
Memorandum

The Post-Closing Zoning Issues Memorandum, dated January 26, 2000, could not be located

Exhibit “U”
Indemnity Agreement[s]

Indemnification Agreement
(GPs)

THIS INDEMNIFICATION AGREEMENT ("Agreement") is entered into as of December 21, 1999 ("Effective Date") by Regency Michigan Meadows Limited Partnership (the "Partnership") in favor of Roy H. Lambert and David C. Eades (collectively, the "Former General Partners"), and the other "Indemnified Parties" (as hereinafter defined).

Recitals

A. The Former General Partners, AIMCO Properties, L.P., a Delaware limited partnership (the "Transferee") and certain other persons, have entered into an Acquisition and Contribution Agreement and Joint Escrow Instructions, dated March 22, 1999 (as amended and reinstated, the "Contribution Agreement") relating to the Partnership. Capitalized terms used but not defined herein shall have the meanings set forth in the Contribution Agreement.

B. The Partnership was formed pursuant to the Partnership Agreement. Concurrently herewith, and subject to the condition that this Indemnification Agreement be delivered, the Former General Partners and the Regency LP are transferring their partnership interests in the Partnership to the Transferee or its designee(s) pursuant to the Contribution Agreement. Upon such transfer, the Former General Partners shall be the former general partners of the Partnership and the Regency LP shall be a former limited partner of the Partnership.

C. The Partnership will benefit from the transfer of the partnership interests of the Former General Partners and the Regency LP to the Transferee or its designee(s), in that the Transferee is an affiliate of Apartment Investment and Management Company, a large, publicly traded real estate investment trust, whose access to public capital markets and control over a large number of properties will provide to the Partnership the opportunity to benefit from advantageous financing rates, economies of scale and other operating efficiencies. In anticipation of these benefits, the Partnership desires to deliver this Agreement as a material inducement to the Former General Partners and Regency LP to transfer their interests to the Transferee or its designee(s) pursuant to the Contribution Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Partnership hereby agrees as follows:

1. Indemnification. The Partnership hereby agrees to indemnify, defend, protect and save harmless the Former General Partners and their respective parent, subsidiary and affiliated corporations and other entities, and each of their respective officers, directors, shareholders, partners, representatives, advisors, agents, employees, attorneys, heirs, executors, administrators, and all of the successors and assigns of the foregoing (collectively, together with the Former General Partners, "Indemnified Parties"), from and against any loss, damage, liability, action, cause of action, proceeding, judgment, demand, claim, cost or expense (including, without limitation, reasonable attorneys' fees and expenses) incurred by reason of

any acts or omissions performed or omitted by any Indemnified Party on or prior to the Effective Date in good faith and reasonably believed by it to be within the scope of the authority conferred by the Partnership Agreement, all as and to the extent that such Indemnified Party is entitled to such indemnification pursuant to the terms of the Partnership Agreement as in effect on the Effective Date (collectively, "Indemnified Claims, Costs and Liabilities"), provided that the Partnership shall have no obligation to indemnify any Indemnified Party for any loss, damage, liability, action, cause of action, proceeding, judgment, demand, claim, cost or expense (including, without limitation, reasonable attorneys' fees and expenses) resulting from the fraud, bad faith, theft, willful malfeasance or negligence of such Indemnified Party.

2. If an Indemnified Party notifies the Partnership of any action, claim, demand or proceeding included in, or any investigation or allegation concerning, any Indemnified Claims, Costs and Liabilities, the Partnership shall assume on behalf of the Indemnified Party and conduct with due diligence and in good faith the investigation and defense thereof (and in any event shall commence the investigation and defense thereof within 10 days after being notified of the applicable action, claim, demand, proceeding, investigation or allegation) with counsel selected by the Partnership; provided, that the Indemnified Party shall have the right to be represented by advisory counsel of its own selection and at its own expense; and provided further, that if any such action, claim, demand, proceeding, investigation or allegation involves both the Partnership and the Indemnified Party and the Indemnified Party shall have reasonably concluded that there are significant legal defenses available to it which are inconsistent with or in addition to those available to the Partnership, then the Indemnified Party shall have the right to select separate counsel to participate in the investigation and defense of and response to such action, claim, demand, proceeding, investigation or allegation on its own behalf, and the Partnership shall pay or reimburse the Indemnified Party for all reasonable attorneys' fees, costs and expenses incurred by the Indemnified Party because of the selection of such separate counsel, to the extent that such action, claim, demand, proceeding, investigation or allegation relates to any Indemnified Claims, Costs and Liabilities.

3. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and may not be changed or terminated orally or by course of conduct.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original as against the party whose signature is affixed thereto, and together which shall constitute but one and the same agreement.

5. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State where the Property is located (excluding its principles of conflicts of law).

6. Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, "Notices") shall be in writing and may be given personally, by registered or certified mail, by telecopy or by Federal Express (or other reputable overnight delivery service) as follows:

To the Partnership:	Regency Michigan Meadows Limited Partnership c/o AIMCO Properties, L.P. 1873 South Bellaire Street, 17th Floor Denver, Colorado 80222-4348 Attention: Mr. Terry Considine and Mr. Harry Alcock Telephone: (303) 759-8600 Telecopy: (303) 759-3226
and to:	Regency Michigan Meadows Limited Partnership c/o AIMCO Properties, L.P. 18350 Mt. Langley Avenue, Suite 220 Fountain Valley, California 92708 Attention: Mr. Peter K. Kompaniez Telephone: (714) 593-1723 Telecopy: (714) 593-1603
With A Copy To:	Skadden, Arps, Slate, Meagher & Flom LLP 300 South Grand Avenue, Suite 3400 Los Angeles, California 90071 Attention: Allan G. Mutchnik, Esq. Telephone: (213) 687-5391 Telecopy: (213) 687-5600
To the Indemnified Parties:	the "Transferor Parties' Address" (as defined on the Master Schedule)
With A Copy To:	Morrison & Foerster LLP 555 West Fifth Street Suite 3500 Los Angeles, California 90013-1024 Attention: Thomas R. Fileti, Esq. Telephone: (213) 892-5200 Telecopy: (213) 892-5454

7. Severability. Any provision or part of this Agreement which is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

8. Time of Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

IN WITNESS WHEREOF, the Partnership has executed this Agreement as of the Effective Date.

PARTNERSHIP:

REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP, an Indiana limited partnership

By: AIMCO Holdings, L.P.,
a Delaware limited partnership,
its general partner

By: AIMCO Holdings QRS, Inc.,
a Delaware corporation,
its general partner

By: _____
Name: Peter K. Kompaniez
Title: President

Indemnification Agreement
(Manager)

THIS INDEMNIFICATION AGREEMENT ("Agreement") is entered into as of December 27, 1999 ("Effective Date") by Regency Michigan Meadows Limited Partnership (the "Partnership") in favor of Regency Windsor Management, Inc., an Illinois corporation (the "Manager"), and the other "Indemnified Parties"(as hereinafter defined).

Recitals

A. The Manager, AIMCO Properties, L.P., a Delaware limited partnership (the "Transferee") and certain other persons, have entered into an Acquisition and Contribution Agreement and Joint Escrow Instructions, dated March 22, 1999, as amended and reinstated (the "Contribution Agreement") relating to the Partnership. Capitalized terms used but not defined herein shall have the meanings set forth in the Contribution Agreement.

B. The Partnership engaged the Manager to manage the Property pursuant to the Management Agreement. Concurrently herewith, and subject to the condition that this Indemnification Agreement be delivered, the Manager is transferring all its right, title and interest in and to the Management Agreement to the Transferee or its designee(s) pursuant to the Contribution Agreement. Upon such transfer, the Manager shall be the former manager of the Property.

C. The Partnership will benefit from the transfer of the Manager's interest in the Management Agreement to the Transferee or its designee(s), in that the Transferee is an affiliate of Apartment Investment and Management Company, a large, publicly traded real estate investment trust, whose access to public capital markets and control over a large number of properties will provide to the Partnership the opportunity to benefit from economies of scale and other operating efficiencies. In anticipation of these benefits, the Partnership desires to deliver this Agreement as a material inducement to the Manager to transfer the Manager's interest in the Management Agreement to the Transferee or its designee(s) pursuant to the Contribution Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Partnership hereby agrees as follows:

1. Indemnification. The Partnership hereby agrees to indemnify, defend, protect and save harmless the Manager and its parent, subsidiary and affiliated corporations and other entities, and each of their respective officers, directors, shareholders, partners, representatives, advisors, agents, employees, attorneys, heirs, executors, administrators, and all of the successors and assigns of the foregoing (collectively, together with the Manager, "Indemnified Parties"), from and against any loss, damage, liability, action, cause of action, proceeding, judgment, demand, claim, cost or expense (including, without limitation, reasonable attorneys' fees and expenses) incurred by reason of any acts or omissions performed or omitted by any Indemnified Party on or prior to the Effective Date in good faith and reasonably believed

by it to be within the scope of the authority conferred by the Management Agreement, all as and to the extent that such Indemnified Party is entitled to such indemnification pursuant to the terms of the Management Agreement as in effect on the Effective Date (collectively, "Indemnified Claims, Costs and Liabilities"), provided that the Partnership shall have no obligation to indemnify any Indemnified Party for any loss, damage, liability, action, cause of action, proceeding, judgment, demand, claim, cost or expense (including without limitation attorneys' fees and expenses) resulting from the fraud, bad faith, theft, willful malfeasance or negligence of such Indemnified Party.

2. If an Indemnified Party notifies the Partnership of any action, claim, demand or proceeding included in, or any investigation or allegation concerning, any Indemnified Claims, Costs and Liabilities, the Partnership shall assume on behalf of the Indemnified Party and conduct with due diligence and in good faith the investigation and defense thereof (and in any event shall commence the investigation and defense thereof within 10 days after being notified of the applicable action, claim, demand, proceeding, investigation or allegation) with counsel selected by the Partnership; provided, that the Indemnified Party shall have the right to be represented by advisory counsel of its own selection and at its own expense; and provided further, that if any such action, claim, demand, proceeding, investigation or allegation involves both the Partnership and the Indemnified Party and the Indemnified Party shall have reasonably concluded that there are significant legal defenses available to it which are inconsistent with or in addition to those available to the Partnership, then the Indemnified Party shall have the right to select separate counsel to participate in the investigation and defense of and response to such action, claim, demand, proceeding, investigation or allegation on its own behalf, and the Partnership shall pay or reimburse the Indemnified Party for all reasonable attorneys' fees, costs and expenses incurred by the Indemnified Party because of the selection of such separate counsel, to the extent that such action, claim, demand, proceeding, investigation or allegation relates to any Indemnified Claims, Costs and Liabilities.

3. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and may not be changed or terminated orally or by course of conduct.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original as against the party whose signature is affixed thereto, and together which shall constitute but one and the same agreement.

5. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State where the Property is located (excluding its principles of conflicts of law).

6. Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, "Notices") shall be in writing and may be given personally, by registered or certified mail, by telecopy or by Federal Express (or other reputable overnight delivery service) as follows:

To the Partnership:	Regency Michigan Meadows Limited Partnership c/o AIMCO Properties, L.P. 1873 South Bellaire Street, 17th Floor Denver, Colorado 80222-4348 Attention: Mr. Terry Considine and Mr. Harry Alcock Telephone: (303) 759-8600 Telecopy: (303) 759-3226
and to:	Regency Michigan Meadows Limited Partnership c/o AIMCO Properties, L.P. 18350 Mt. Langley Avenue, Suite 220 Fountain Valley, California 92708 Attention: Mr. Peter K. Kompaniez Telephone: (714) 593-1723 Telecopy: (714) 593-1603
With A Copy To:	Skadden, Arps, Slate, Meagher & Flom LLP 300 South Grand Avenue, Suite 3400 Los Angeles, California 90071 Attention: Allan G. Mutchnik, Esq. Telephone: (213) 687-5391 Telecopy: (213) 687-5600
To the Indemnified Parties:	the "Transferor Parties' Address" (as defined on the Master Schedule)
With A Copy To:	Morrison & Foerster LLP 555 West Fifth Street Suite 3500 Los Angeles, California 90013-1024 Attention: Thomas R. Fileti, Esq. Telephone: (213) 892-5200 Telecopy: (213) 892-5454

7. Severability. Any provision or part of this Agreement which is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.

8. Time of Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.

IN WITNESS WHEREOF, the Partnership has executed this Agreement as of the Effective Date.

PARTNERSHIP:

REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP, an Indiana limited partnership

By: AIMCO Holdings, L.P.,
a Delaware limited partnership,
its general partner

By: AIMCO Holdings QRS, Inc.,
a Delaware corporation,
its general partner

By: _____
Name: Peter K. Komparez
Title: President

Exhibit “V”
Legal Opinion[s]

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
300 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3144
TEL: (213) 687-5000
FAX: (213) 687-5600

December 29, 1999

Roy H. Lambert
on behalf of the persons listed on
Schedule A attached hereto
1025 Flamevine Lane, Suite 1-7
Vero Beach, Florida 32963

Re: AIMCO Properties, L.P.

Ladies and Gentlemen:

We have acted as special counsel to AIMCO Properties, L.P., a Delaware limited partnership ("AIMCO OP"), in connection with the transactions contemplated by (i) each of the agreements listed on Schedule B attached hereto under the caption "Acquisition Agreements" (collectively, the "Acquisition Agreements"), and (ii) the related agreements listed on Schedule C attached hereto, under the caption "Related Documents" (collectively, the "Related Documents"), each related to the acquisition by AIMCO OP's affiliates of limited and general partnership interests in the Regency Michigan Meadows Limited Partnership and related assets.

This opinion is being furnished pursuant to Section 6.3.4 of the Acquisition Agreements. Capitalized terms used herein, but not otherwise defined, shall have the respective meanings attributed to them in the Acquisition Agreements.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of (i) the Acquisition Agreements, (ii) the Related Documents, (iii) a copy, certified by the Secretary of State of the State of Delaware, of the certificate of limited partnership of AIMCO OP, (iv) a copy, certified by the Secretary of State of the State of Delaware, of the certificate of limited partnership of AIMCO Holdings, L.P., a Delaware limited partnership ("AIMCO Holdings"), (v) a copy, certified by the Secretary of State of the State of Delaware, of

the certificate of formation of AIMCO Michigan Meadows, L.L.C., a Delaware limited liability company ("AIMCO LLC" and, together with AIMCO Holdings and AIMCO OP, the "Transferees"), (vi) the Third Amended and Restated Agreement of Limited Partnership of AIMCO OP, dated as of July 29, 1994, as amended to date ("AIMCO OP's Partnership Agreement"), (vii) the Limited Partnership Agreement of AIMCO Holdings, dated as of September 15, 1995, as amended to date, (viii) the Limited Liability Company Agreement of AIMCO LLC, dated August 5, 1999, as amended to date, (ix) certain resolutions of the Board of Directors of AIMCO-GP, Inc., a Delaware corporation and the general partner of AIMCO OP ("AIMCO-GP"), relating to the Acquisition Agreements and the Related Documents, (x) certain resolutions of the Board of Directors of AIMCO Holdings QRS, Inc., a Delaware corporation and the general partner of AIMCO Holdings, relating to certain Related Documents, (xi) certificates of good standing from the State of Delaware with respect to the Transferees, and (xii) the officer's certificate, attached hereto as Exhibit I (the "Officer's Certificate"). We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Transferees and such other documents, certificates and records as we have deemed necessary or appropriate as a basis for the opinions set forth herein.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such copies. In making our examination of documents executed by parties other than the Transferees, we have assumed that such parties had the power, corporate or other, to enter into and perform all obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and execution and delivery by such parties of such documents and the validity and binding effect thereof. As to any facts material to the opinions expressed herein that were not independently established or verified, we have relied upon oral or written statements and representations of officers and other representatives of the Transferees. The opinions set forth in paragraphs 1 and 2 below with respect to each Transferee being validly or legally existing and in good standing are based solely upon our review of certificates of the Secretary of State of the State of Delaware.

In basing the opinions set forth in this opinion on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Transferees, no facts have come to our attention that would give us actual knowledge

or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. The words "our knowledge," as used in this opinion, are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing the Transferees in connection with the transactions contemplated by the Acquisition Agreements and the Related Documents.

We express no opinion as to the laws of any jurisdiction other than the Delaware Revised Uniform Limited Partnership Act (the "DRULPA") and the federal laws of the United States of America to the extent specifically referred to herein. With respect to matters governed or affected by the laws of the State of Maryland, we understand that you are relying on the opinion of Piper, Marbury, Rudnick & Wolfe LLP, Maryland counsel to the Transferees, and not on any opinion expressed herein.

Based upon and subject to the foregoing and to the other qualifications and limitations set forth herein, we are of the opinion that:

1. AIMCO OP and AIMCO Holdings are limited partnerships validly existing and in good standing under the laws of the State of Delaware.

2. AIMCO LLC is a limited liability company legally existing and in good standing under the laws of the State of Delaware.

3. AIMCO OP's Partnership Agreement constitutes a valid and binding obligation of AIMCO-GP, enforceable against AIMCO-GP in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditor's rights generally and by general principles of equity (regardless of whether enforcement is sought in equity or at law).

4. Each of AIMCO OP and AIMCO Holdings has the limited partnership power and limited partnership authority to execute and deliver the Acquisition Agreements and the Related Documents to which it is a party and to consummate the transactions contemplated thereby and to perform its obligations thereunder. The execution and delivery by AIMCO OP and AIMCO Holdings of each of the Acquisition Agreements and each of the Related Documents to which it is a party, and the consummation by it of the transactions contemplated thereby, have been duly authorized

by all requisite limited partnership action on the part of AIMCO OP and AIMCO Holdings. Each of the Acquisition Agreements and each of the Related Documents to which AIMCO OP and AIMCO Holdings is a party has been duly executed and delivered by AIMCO OP and AIMCO Holdings, as applicable.

5. AIMCO LLC has the limited liability company power and limited liability company authority to execute and deliver the Related Documents to which it is a party and to consummate the transactions contemplated thereby and to perform its obligations thereunder. The execution and delivery by AIMCO LLC of each of the Related Documents to which it is a party, and the consummation by it of the transactions contemplated thereby, have been duly authorized by all requisite company action on the part of AIMCO LLC. Each of the Related Documents to which AIMCO LLC is a party has been duly executed and delivered by AIMCO LLC.

6. The partnership common units of AIMCO OP (the "Common OP Units") and the partnership preferred units of AIMCO OP (the "Preferred OP Units" and, together with the Common OP Units, the "OP Units") to be issued to the Transferor Parties in accordance with the Acquisition Agreements have been duly authorized for issuance by AIMCO OP, and, when issued, sold and delivered in accordance with the terms of the Acquisition Agreements against contribution of the consideration contemplated thereby, will be duly and validly issued.

7. The execution and delivery by each of the Transferees of the Acquisition Agreements and the Related Documents to which it is a party, and the performance by each of the Transferees of its respective obligations thereunder, each in accordance with its terms, do not conflict with such Transferee's agreement of limited partnership or limited liability company agreement, as applicable.

8. Assuming the accuracy of the representations and warranties of the Transferor Parties in Section 8.2 of the Acquisition Agreements, the offer, sale and delivery of the OP Units to the Transferor Parties in the manner contemplated by the Acquisition Agreements does not require registration under the Securities Act of 1933, as amended, it being understood that we express no opinion as to any subsequent resale of any OP Units.

9. Neither the execution, delivery or performance by the Transferees of the Acquisition Agreements or any of the Related Documents, nor the compliance by the

Transferees with the terms and provisions thereof will contravene any provisions of any Applicable Laws (as defined herein). For purposes of this opinion, the term "Applicable Laws" means the DRULPA and the laws of the United States of America which, in our experience, are normally applicable to transactions of the type contemplated by each of the Acquisition Agreements and the Related Documents.

10. No Governmental Approval (as hereinafter defined), which has not been obtained or taken and is not in full force and effect (to our knowledge without independent inquiry or investigation), is required to authorize or is required in connection with the execution, delivery or performance of the Acquisition Agreements or the Related Documents by the Transferees. "Governmental Approval" means any consent, approval, license, authorization or validation of, or filing, recording or registration with any executive, legislative, judicial, administrative or regulatory body of the United States of America or the State of Delaware (each a "Governmental Authority") pursuant to Applicable Laws.

This opinion is furnished solely for the benefit of those persons listed on Schedule A attached hereto in connection with the Closing contemplated by the Acquisition Agreements occurring today and is not to be used, circulated, quoted or otherwise referred to for any other purpose without our prior express written permission.

Very truly yours,

Skadden, Arps, Slate, Meagher & Flom LLP

SCHEDULE A

THE TRANSFEROR PARTIES

Regency Michigan Meadows Limited Partnership
Roy H. Lambert
David C. Eades
Regency Windsor Management, Inc.

SCHEDULE B

ACQUISITION AGREEMENTS

Regency Michigan Meadows Limited Partnership

1. Acquisition and Contribution Agreement and Joint Escrow Instructions, dated as of March 22, 1999, by and among AIMCO Properties, L.P., Roy H. Lambert, David C. Eades and Regency Windsor Management, Inc.

2. Reinstatement and Amendment to Acquisition and Contribution Agreement, dated September 29, 1999, by and among AIMCO Properties, L.P., Roy H. Lambert, David C. Eades and Regency Windsor Management, Inc.

3. That certain Letter Agreement, dated as of October 22, 1999, by and among AIMCO Properties, L.P., Roy H. Lambert, David C. Eades and Regency Windsor Management, Inc.

SCHEDULE C

RELATED DOCUMENTS

Regency Michigan Meadows Limited Partnership

1. Assignment of Partnership Interest and Withdrawal of Partner, dated as of December 29, 1999, by and between AIMCO Holdings, L.P. and Roy H. Lambert.

2. Assignment of Partnership Interest and Withdrawal of Partner, dated as of December 29, 1999, by and between AIMCO Holdings, L.P. and David C. Eades

3. Assignment of Partnership Interest and Withdrawal of Partner, dated as of December 29, 1999, by and between AIMCO Michigan Meadows, L.L.C. and Roy H. Lambert.

4. Assignment of Loan and Loan Documents, dated December 29, 1999, by and between David C. Eades and AIMCO Properties, L.P.

5. Cash Custodial Account Agreement, dated as of December 29, 1999, by and among the Regency General Partners, the limited partners of Regency Michigan Meadows Limited Partnership, listed on the signature page attached thereto, AIMCO Properties, L.P., and Stewart Title Guaranty Company.

6. OP Unit Custodial Account Agreement, dated as of December 29, 1999, by and among the Regency General Partners, the limited partners of Regency Michigan Meadows Limited Partnership, listed on the signature page attached thereto, AIMCO Properties, L.P., and Stewart Title Guaranty Company.

7. That certain Letter Agreement, dated as of March 22, 1999, by AIMCO Properties, L.P. regarding the Transferor Parties' rights to terminate the Acquisition Agreement in the event of certain price fluctuations.

8. That certain Letter Agreement, dated as of March 22, 1999, by AIMCO Properties, L.P. regarding the AIMCO Properties, L.P.'s future duties regarding the continuation of the partnership.

9. That certain Letter Agreement, dated as of March 22, 1999, by AIMCO Properties, L.P. regarding the modification of specific terms and provisions of AIMCO Properties, L.P.'s Partnership Agreement as it relates to the OP Units.

10. Acknowledgment and Acceptance of Admission of Limited Partner, dated December 29, 1999 by and among AIMCO Properties, L.P. and the investors identified on the signature pages attached thereto.

11. The Release executed on December 29, 1999, by Regency Michigan Meadows Limited Partnership in favor of the persons identified on Schedule 1 thereto.

12. Indemnification Agreement (Manager), dated as of December 29, 1999, by Regency Michigan Meadows Limited Partnership in favor of Regency Windsor Management, Inc. and other "Indemnified Parties" defined therein.

13. Indemnification Agreement (GP), dated as of December 29, 1999, by Regency Michigan Meadows Limited Partnership in favor of Roy H. Lambert, David C. Eades and other "Indemnified Parties" defined therein.

14. The Ninth Amendment to the Agreement of Limited Partnership of AIMCO Properties, L.P. dated as of December 21, 1999.

EXHIBIT I

OFFICER'S CERTIFICATE

I, Joel F. Bonder, am the General Counsel and Secretary of AIMCO-GP, Inc., a Delaware corporation ("AIMCO-GP"), which is the sole general partner of AIMCO Properties, L.P., a Delaware limited partnership ("AIMCO OP"), and I am also the General Counsel and Secretary of AIMCO Holdings QRS, Inc., a Delaware corporation ("AIMCO-QRS"), which is the sole general partner of AIMCO Holdings, L.P., a Delaware limited partnership ("AIMCO Holdings"), and hereby certify that:

1. I am familiar with the business of AIMCO OP and AIMCO Holdings.

2. AIMCO-GP is the sole general partner of AIMCO OP.

3. AIMCO OP is the sole member of the limited liability companies (collectively, the "LLC's") listed on Schedule 1 of the resolutions of the Board of Directors of AIMCO-GP attached hereto on Annex A.

4. AIMCO Holdings is the sole general partner of the limited partnerships (collectively, the "LPs") listed on Schedule 1 of the resolutions of the Board of Directors of AIMCO-QRS attached hereto on Annex B.

5. To my knowledge, no proceedings have been commenced for the dissolution of AIMCO OP, AIMCO Holdings, the LLC's or the LP's.

6. A true and correct copy of the Third Amended and Restated Agreement of Limited Partnership of AIMCO OP, dated as of July 29, 1994, as amended to date, has previously been provided to Skadden, Arps, Slate, Meagher & Flom LLP, and such agreement, as so amended, is in full force and effect.

7. A true and correct copy of the Limited Partnership Agreement of AIMCO Holdings, dated as of September 15, 1995, as amended to date, has previously been provided to Skadden, Arps, Slate, Meagher & Flom LLP, and such agreement, as so amended, is in full force and effect.

8. True and correct copies of the limited liability company agreements of the LLCs, dated August 5, 1999, as amended to date, have previously been provided to Skadden, Arps, Slate, Meagher & Flom LLP, and such agreements, as so amended, are in full force and effect.

9. True and correct copies of the limited partnership agreements of the LPs, dated October 28, 1999, as amended to date, have previously been provided to Skadden, Arps, Slate, Meagher & Flom LLP, and such agreements, as so amended, are in full force and effect.

10. A true and correct copy of the resolutions relating to the Acquisition Agreements and the Related Documents (as defined therein) (and all amendments or modifications thereto) of the Board of Directors of AIMCO-GP has been provided to Skadden, Arps, Slate, Meagher & Flom LLP, such resolutions are in full force and effect and have not been modified in any respect, and the Board of Directors of AIMCO-GP has not taken any action that is not reflected in such resolutions. A true and correct copy of the resolutions (and all amendments or modifications thereto) of the Board of Directors of AIMCO-GP are attached hereto as Annex A.

11. A true and correct copy of the resolutions relating to the Related Documents (as defined therein) (and all amendments or modifications thereto) of the Board of Directors of AIMCO-QRS have been provided to Skadden, Arps, Slate, Meagher & Flom LLP, such resolutions are in full force and effect and have not been modified in any respect, and the Board of Directors of AIMCO-QRS has not taken any action that is not reflected in such resolutions. A true and correct copy of all resolutions (and all amendments or modifications thereto) of the Board of Directors of AIMCO-GP are attached hereto as Annex B.

Skadden, Arps, Slate, Meagher & Flom LLP is entitled to rely on this Officer's Certificate in connection with any opinion given by such firm.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate on behalf of AIMCO-GP and AIMCO-QRS as of the 27 day of December, 1999.

By: _____
Joel F. Bonder

WYATT, TARRANT & COMBS

JOHN S. OSBORN, JR.
ROBERT L. MADDOX
EDGAR A. ZINGMAN
WILLIAM H. MCCANN
HERBERT D. SLEDD
LAWRENCE L. JONES, III
CHARLES E. MACGREGOR *
HARRIS A. GILBERT #
RICHARD W. ILER
H. FOSTER PETTIT
RUSSELL H. RIGGS
LAWSON F. APPERSON #
RICHARD C. WARD
JAMES E. BOURNE *
ROBERT C. EWALD
A. WALLACE GRAFTON, JR.
THOMAS W. SINEX *
SAMUEL G. BRIDGE
H. ALEXANDER CAMPBELL
STEWART E. CONNER
R. LAWRENCE BAIRD
J. LARRY CASHEN
PARKER W. DUNCAN #
THOMAS R. DYER #
MARTIN ROCKWELL
WILLIAM S. SOLMSON #
ROBERT I. CUSICK
EDWIN S. HOPSON
GROVER C. POTTS, JR.
JOHN P. REISZ
K. GREGORY HAYNES
CHARLES W. BONE #
JAMES T. HODGE
SAM J. MCALLESTER III #
W. MICHAEL HILOM #
M. STEPHEN PITT
GLEN G. REID, JR. #
STEPHEN D. BERGER
JOHN W. LEWIS #

J. RICHARD BUCHIGNANI #
EDWARD J. FOSTER #
J. SPENCER HARMON *
GEORGE L. SEAY, JR. #
HENRY E. KINSER
FRANCIS J. MELLEN, JR.
C. MICHAEL NORTON #
EDWIN S. PYLE #
RICHARD C. RAINES #
MARTIN P. DUFFY
WALTER M. JONES
MICHAEL B. VINCENTI
JEFF A. WOODS
JOSEPH J. ZALUSKI
RICHARD A. BIERLY *
MARK C. BLACKWELL
FRANK F. CHUPPE
THOMAS J. LUBER
ALLISON JOSEPH MAGGIOLO
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December 29, 1999

SunAmerica Life Insurance Company
1 SunAmerica Center
Century City
Los Angeles, CA 90067

RE: Seller: Roy H. Lambert and David C. Eades
Purchaser: AIMCO Michigan Meadows Holdings, L.L.C.
Project: Michigan Meadows Apartments
Location: Indianapolis, Indiana
Assumption of Outstanding Loan Amount: $_____

Ladies and Gentlemen:

We have acted as special Indiana counsel to AIMCO Properties, L.P., a Delaware limited partnership, (the "Guarantor"), in connection with the assumption by AIMCO Michigan Meadows Holdings, L.L.C., a Delaware limited liability company (the "Purchaser") of a mortgage loan (the "Loan") in the original principal amount of $1,936,562.38 from Roy H. Lambert and David C. Eades (collectively the "Seller") in favor of John Alden Life Insurance Company and assigned to SunAmerica Life Insurance Company (the "Lender"). We have been advised by the Purchaser that as of December 28, 1999, the outstanding principal balance of the Loan is $_____.

The Guarantor has requested that we deliver this opinion to you and we understand that you will rely on this opinion in connection with the granting of your consent to the transfer of Michigan Meadows Apartments (the "Project" or "Property") located in Indianapolis, Indiana.

In our capacity as special Indiana counsel to the Purchaser, we have examined the following:

A. Guaranty Agreement dated as of December 29, 1999 by and between Guarantor and Lender;

B. Environmental Indemnity Agreement dated as of December 29, 1999 by and among Guarantor, Purchaser and Lender;

C. Consent to Property Transfer, Assumption Agreement and Loan Modification Agreement dated as of December 29, 1999, by and among Seller, Purchaser, Guarantor and Lender;

D. Copy of the Amended and Restated Mortgage Note dated July 24, 1992, in the original principal amount of $1,936,562.38 executed by Seller in Favor of John Alden (the "Note");

E. Copy of the Amended and Restated Real Estate Mortgage and Security Agreement dated July 24, 1992, executed by Sellers in favor of John Alden (the "Security Instrument");

F. Copy of the Amended and Restated Collateral Assignment of Rents and Leases dated July 24, 1992 executed by Seller in favor of John Alden (the "Assignment of Rent");

G. Copy of the UCC Financing Statements attached hereto as Exhibit A; and

H. Such other documents, matters, statutes, ordinances, published rules and regulations, published judicial and governmental decisions interpreting or applying the same, and other official interpretations as we deemed applicable in connection with this opinion.

The documents listed in A, B and C above are referred to collectively as the "Loan Guaranty Documents." The documents listed in D, E and F are referred to collectively as the "Loan Documents." The documents listed in A through G are referred to collectively as the "Documents." The document listed in C above is referred to as the "Loan Assumption Document."

In basing the opinions set forth in this opinion on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Guarantor, no facts have come to our attention that would give us actual knowledge or actual notice that any of the Documents are not accurate and complete. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. Further, the words "our knowledge" and similar language as used in this opinion are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing the Guarantor in connection with the Loan or who we reasonably believe have knowledge of the affairs of the Guarantor.

In reaching the opinions set forth below, we have assumed, and to our knowledge there are no facts inconsistent with, the following:

a. Each of the parties to the Loan Guaranty Documents, the Assumption Loan Document and the Loan Documents has duly and validly executed and delivered each such instrument, document, and agreement to be executed in connection with the Loan to which such party is a signatory, and such party's obligations, other than the Guarantor, set forth in the Loan Guaranty Documents, the Assumption Loan Document and the Loan Documents are its legal, valid, and binding obligations, enforceable in accordance with their respective terms.

b. Each person executing the Loan Guaranty Documents, whether individually or on behalf of an entity, is duly authorized to do so.

c. Each natural person executing the Loan Guaranty Documents is legally competent to do so.

d. All signatures on Documents other than the Loan Guaranty Documents are genuine, and all signatures of parties on the Loan Guaranty Documents are genuine.

e. All Documents submitted to us as originals are authentic, all Documents submitted to us as certified or photostatic copies conform to the original document, and all public records reviewed are accurate and complete.

f. The terms and conditions of the Loan as reflected in the Loan Guaranty Documents, and the Loan Documents have not been amended, modified or supplemented by any other agreement or understanding of the parties, or waiver of any of the material provisions of the Loan Documents.

g. The Loan Assumption Document will be duly filed, indexed, and recorded among the appropriate official records, with all fees, charges, and taxes having been paid.

g. Any amendatory, or new, financing statement filings required by the Uniform Commercial Code as in effect in Indiana (the "UCC") will be duly filed, indexed and recorded in the appropriate official records with all fees and charges having been paid.

h. The Loan Documents were legally and validly assigned to Lender and such assignments were duly filed, indexed and recorded in the appropriate official records with all fees and charges having been paid.

Based on the foregoing and subject to the assumptions and qualifications set forth above, it is our opinion that:

1. Each of the Loan Guaranty Documents constitutes the legal, valid and binding obligation of the Guarantor, and is enforceable against the Guarantor in accordance with its terms, subject to (i) applicable bankruptcy, insolvency, reorganization, fraudulent conveyancing, preferential transfer, moratorium, and other similar laws of general application and court decisions affecting the rights of creditors generally, and (ii) the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), including concepts of good faith, fair dealing, commercial reasonableness and unconscionability. The foregoing opinion as to enforceability does not pass upon any question of enforceability that may arise under securities or antitrust laws of Indiana or the United States of America.

In addition to the assumptions set forth below, the opinions set forth above are also subject to the following qualifications:

(i) We express no opinion with respect to title to any of the real or personal property constituting the Property, but we assume the Purchaser has given value and has rights in the Property.

(ii) Exception is taken to any discrepancy between the description of the Personal Property contained in the Security Instrument and the description of the Personal Property contained in the UCC Financing Statements.

(iii) We express no opinion with respect to the relative priority of the liens or security interests created by any of the Documents.

(iv) In addition to the amendatory, or new, filings referred to in Paragraph h above, the UCC requires additional filings after the original filing in order to maintain the perfection and priority of security interests and to keep the Financing Statements in effect, as follows:

(a) A financing statement will be effective for five years from the date of filing, and in order to continue the effectiveness of any such financing

statement, a continuation statement must be filed within the six month period preceding the expiration of that five year period. The continuation statement extends the effectiveness of the original statement for an additional five years (running from the last date the filing would have otherwise been effective), and succeeding continuation statements must be filed in the same manner to further extend the effectiveness of the filing.

(b) A financing statement will be ineffective to perfect a security interest in collateral acquired by a debtor more than four months after the debtor changes its name, identity or corporate structure such that the financing statement becomes seriously misleading.

(c) If a security interest has been perfected in documents, instruments or ordinary goods (as defined in the UCC) in one state, the documents, instruments or ordinary goods are later moved from that state to another state, and no action is taken to re-perfect that security interest in the second state within four months of the removal or prior to the expiration of the period of perfection in the first state, whichever occurs first, then the security interest becomes unperfected at the end of that period and thereafter is deemed to have been unperfected as against a person who becomes a purchaser after removal.

(d) The filing or refiling of financing statements or other action may be required to perfect or to continue the perfection of a security interest in proceeds.

(v) We express no opinion as to the laws of any jurisdiction other than the laws of Indiana, and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of the laws) of Indiana and the United States of America as currently in effect. We assume no obligation to supplement this opinion if any applicable laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

(vi) While reasonable prepayment premiums and reasonable late payment charges are enforceable, (i) a lender may not charge a prepayment premium when the lender elects to accelerate the indebtedness or when the payments are not voluntary, (ii) a prepayment premium may be unenforceable if the amount of the premium is determined on a basis other than the anticipated interest a lender will not receive because the indebtedness is paid prematurely, and (iii) a late payment charge may be unenforceable if the

amount is determined by a court of competent jurisdiction to be unreasonable.

(vii) Certain rights, remedies and other provisions in the Loan Guaranty Documents may be limited or rendered unenforceable by applicable Indiana laws or judicial decisions governing such provisions, but in our opinion such laws and judicial decisions do not, subject to the other qualifications and limitations in this opinion, render the Loan Guaranty Documents invalid as a whole, and there exist, in the Loan Guaranty Documents or pursuant to applicable law, adequate rights, remedies and provisions for the practical realization of the principal benefits intended to be provided by the Loan Guaranty Documents, except for the economic consequences of any judicial, administrative or other procedural delay which may be imposed by, relate to or result from such laws and judicial decisions.

We confirm that:

a. we do not have any financial interest in the Project, the Property, or the Loan, other than fees for the legal services performed by us, payment for which has been provided; and

b. other than as counsel for the Guarantor, we have no interest in the Guarantor and do not serve as a director, officer or an employee of the Guarantor. We have no undisclosed interest in the subject matters of this opinion.

The foregoing opinions are for the exclusive reliance of the addressee only, and may not be relied upon by any other person or entity, or in any other context, without our prior written consent.

Very truly yours,

WYATT, TARRANT & COMBS

Wyatt, Tarrant + Combs

cc: Opinions and Standards Group

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December 29, 1999

SunAmerica Life Insurance Company
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RE: Seller: Roy H. Lambert and David C. Eades
Purchaser: AIMCO Michigan Meadows Holdings, L.L.C.
Project: Michigan Meadows Apartments
Location: Indianapolis, Indiana
Assumption of Outstanding Loan Amount: $_____

Ladies and Gentlemen:

We have acted as special Indiana counsel to AIMCO Michigan Meadows Holdings, L.L.C., a Delaware limited liability company, (the "Purchaser"), in connection with the assumption of a mortgage loan (the "Loan") in the original principal amount of $1,936,562.38 from Roy H. Lambert and David C. Eades (collectively the "Seller") in favor of John Alden Life Insurance Company and assigned to SunAmerica Life Insurance Company (the "Lender"). We have been advised by the Purchaser that as of December 28, 1999, the outstanding principal balance of the Loan is $_____.

The Purchaser has requested that we deliver this opinion to you and we understand that you will rely on this opinion in connection with the granting of your consent to the

transfer of Michigan Meadows Apartments (the "Project" or "Property") located in Indianapolis, Indiana.

In our capacity as special Indiana counsel to the Purchaser, we have examined the following:

A. Consent to Property Transfer, Assumption Agreement and Loan Modification Agreement dated as of December 29, 1999, by and among Seller, Purchaser, AIMCO Properties, L.P. (the "Guarantor") and Lender;

B. Environmental Indemnity Agreement dated as of December 29, 1999 by and among Guarantor, Purchaser and Lender;

C. Copy of the Amended and Restated Mortgage Note dated July 24, 1992, in the original principal amount of $1,936,562.38 executed by Seller in favor of John Alden (the "Note");

D. Copy of the Amended and Restated Real Estate Mortgage and Security Agreement dated July 24, 1992, executed by Sellers in favor of John Alden (the "Security Instrument");

E. Copy of the Amended and Restated Collateral Assignment of Rents and Leases dated July 24, 1992 executed by Seller in favor of John Alden (the "Assignment of Rent");

F. Copy of the UCC Financing Statements attached hereto as Exhibit A; and

G. Such other documents, matters, statutes, ordinances, published rules and regulations, published judicial and governmental decisions interpreting or applying the same, and other official interpretations as we deemed applicable in connection with this opinion.

The documents listed in A and B above are referred to as the "Loan Assumption Documents." The documents listed in C, D, E, and F are referred to collectively as the "Loan Documents." The documents listed in A through G are referred to collectively as the "Documents."

In basing the opinions set forth in this opinion on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Purchaser, no facts have come to our attention that would give us actual knowledge or actual notice that any of the Documents are not accurate and complete. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. Further, the words "our knowledge" and similar language as used in this opinion are intended to be limited to the

actual knowledge of the attorneys within our firm who have been directly involved in representing the Purchaser in connection with the Loan or who we reasonably believe have knowledge of the affairs of the Purchaser.

In reaching the opinions set forth below, we have assumed, and to our knowledge there are no facts inconsistent with, the following:

a. Each of the parties to the Loan Assumption Documents and the Loan Documents has duly and validly executed and delivered each such instrument, document, and agreement to be executed in connection with the Loan to which such party is a signatory, and such party's obligations, other than the Purchaser, set forth in the Loan Assumption Documents and the Loan Documents are its legal, valid, and binding obligations, enforceable in accordance with their respective terms.

b. Each person executing the Loan Assumption Documents, whether individually or on behalf of an entity, is duly authorized to do so.

c. Each natural person executing the Loan Assumption Documents is legally competent to do so.

d. All signatures on Documents other than the Loan Assumption Documents are genuine, and all signatures of parties on the Loan Assumption Documents are genuine.

e. All Documents submitted to us as originals are authentic, all Document submitted to us as certified or photostatic copies conform to the original document, and all public records reviewed are accurate and complete.

f. The terms and conditions of the Loan as reflected in the Loan Assumption Documents and the Loan Documents have not been amended, modified or supplemented by any other agreement or understanding of the parties, or waiver of any of the material provisions of the Loan Documents.

g. The Loan Assumption Documents will be duly filed, indexed, and recorded among the appropriate official records, with all fees, charges, and taxes having been paid.

h. Any amendatory, or new, financing statement filings required by the Uniform Commercial Code as in effect in Indiana (the "UCC") will be duly filed, indexed and recorded in the appropriate official records with all fees and charges having been paid.

i. The Loan Documents were legally and validly assigned to Lender and such assignments were duly filed, indexed and recorded in the appropriate official records with all fees and charges having been paid.

Based on the foregoing and subject to the assumptions and qualifications set forth above, it is our opinion that:

1. Each of the Loan Assumption Documents constitutes the legal, valid and binding obligation of the Purchaser, and is enforceable against the Purchaser in accordance with its terms, subject to (i) applicable bankruptcy, insolvency, reorganization, fraudulent conveyancing, preferential transfer, moratorium, and other similar laws of general application and court decisions affecting the rights of creditors generally, and (ii) the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), including concepts of good faith, fair dealing, commercial reasonableness and unconscionability. The foregoing opinion as to enforceability does not pass upon any question of enforceability that may arise under securities or antitrust laws of Indiana or the United States of America.

2. The Loan Assumption Documents are in appropriate form for recordation in the land records of Marion County, Indiana.

In addition to the assumptions set forth below, the opinions set forth above are also subject to the following qualifications:

(i) We express no opinion with respect to title to any of the real or personal property constituting the Property, but we assume the Purchaser has given value and has rights in the Property.

(ii) Exception is taken to any discrepancy between the description of the Personal Property contained in the Security Instrument and the description of the Personal Property contained in the UCC Financing Statements.

(iii) We express no opinion with respect to the relative priority of the liens or security interests created by any of the Documents.

(iv) In addition to the amendatory, or new, filings referred to in Paragraph h above, the UCC requires additional filings after the original filing in order to maintain the perfection and priority of security interests and to keep the Financing Statements in effect, as follows:

(a) A financing statement will be effective for five years from the date of filing, and in order to continue the effectiveness of any such financing statement, a continuation statement must be filed within the six month period preceding the expiration of that five year period. The continuation statement extends the effectiveness of the original statement for an additional five years (running from the last date the filing would have otherwise been effective), and succeeding

continuation statements must be filed in the same manner to further extend the effectiveness of the filing.

(b) A financing statement will be ineffective to perfect a security interest in collateral acquired by a debtor more than four months after the debtor changes its name, identity or corporate structure such that the financing statement becomes seriously misleading.

(c) If a security interest has been perfected in documents, instruments or ordinary goods (as defined in the UCC) in one state, the documents, instruments or ordinary goods are later moved from that state to another state, and no action is taken to re-perfect that security interest in the second state within four months of the removal or prior to the expiration of the period of perfection in the first state, whichever occurs first, then the security interest becomes unperfected at the end of that period and thereafter is deemed to have been unperfected as against a person who becomes a purchaser after removal.

(d) The filing or refiling of financing statements or other action may be required to perfect or to continue the perfection of a security interest in proceeds.

(v) We express no opinion as to the laws of any jurisdiction other than the laws of Indiana, and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of the laws) of Indiana and the United States of America as currently in effect. We assume no obligation to supplement this opinion if any applicable laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

(vi) While reasonable prepayment premiums and reasonable late payment charges are enforceable, (i) a lender may not charge a prepayment premium when the lender elects to accelerate the indebtedness or when the payments are not voluntary, (ii) a prepayment premium may be unenforceable if the amount of the premium is determined on a basis other than the anticipated interest a lender will not receive because the indebtedness is paid prematurely, and (iii) a late payment charge may be unenforceable if the amount is determined by a court of competent jurisdiction to be unreasonable.

(vii) Certain rights, remedies and other provisions in the Loan Documents may be limited or rendered unenforceable by applicable Indiana laws or judicial

decisions governing such provisions, but in our opinion such laws and judicial decisions do not, subject to the other qualifications and limitations in this opinion, render the Loan Documents invalid as a whole, and there exist, in the Loan Documents or pursuant to applicable law, adequate rights, remedies and provisions for the practical realization of the principal benefits intended to be provided by the Loan Documents, except for the economic consequences of any judicial, administrative or other procedural delay which may be imposed by, relate to or result from such laws and judicial decisions.

We confirm that:

a. we do not have any financial interest in the Project, the Property, or the Loan, other than fees for the legal services performed by us, payment for which has been provided; and

b. other than as counsel for the Purchaser, we have no interest in the Purchaser and do not serve as a director, officer or an employee of the Purchaser. We have no undisclosed interest in the subject matters of this opinion.

The foregoing opinions are for the exclusive reliance of the addressee only, and may not be relied upon by any other person or entity, or in any other context, without our prior written consent.

Very truly yours,

WYATT, TARRANT & COMBS

Wyatt, Tarrant + Combs

cc: Opinions and Standards Group

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
300 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-3144
TEL: (213) 687-5000
FAX: (213) 687-5600

December 29, 1999

Roy H. Lambert
on behalf of the persons listed on
Schedule A attached hereto
1025 Flamevine Lane, Suite 1-7
Vero Beach, Florida 32963

Re: AIMCO Properties, L.P.

Ladies and Gentlemen:

We have acted as special counsel to AIMCO Properties, L.P., a Delaware limited partnership ("AIMCO OP"), in connection with the transactions contemplated by (i) each of the agreements listed on Schedule B attached hereto under the caption "Acquisition Agreements" (collectively, the "Acquisition Agreements"), and (ii) the related agreements listed on Schedule C attached hereto, under the caption "Related Documents" (collectively, the "Related Documents"), each related to the acquisition by AIMCO OP's affiliates of limited and general partnership interests in the Regency Michigan Meadows Limited Partnership and related assets.

This opinion is being furnished pursuant to Section 6.3.4 of the Acquisition Agreements. Capitalized terms used herein, but not otherwise defined, shall have the respective meanings attributed to them in the Acquisition Agreements.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of (i) the Acquisition Agreements, (ii) the Related Documents, (iii) a copy, certified by the Secretary of State of the State of Delaware, of the certificate of limited partnership of AIMCO OP, (iv) a copy, certified by the Secretary of State of the State of Delaware, of the certificate of limited partnership of AIMCO Holdings, L.P., a Delaware limited partnership ("AIMCO Holdings"), (v) a copy, certified by the Secretary of State of the State of Delaware, of

the certificate of formation of AIMCO Michigan Meadows, L.L.C., a Delaware limited liability company ("AIMCO LLC" and, together with AIMCO Holdings and AIMCO OP, the "Transferees"), (vi) the Third Amended and Restated Agreement of Limited Partnership of AIMCO OP, dated as of July 29, 1994, as amended to date ("AIMCO OP's Partnership Agreement"), (vii) the Limited Partnership Agreement of AIMCO Holdings, dated as of September 15, 1995, as amended to date, (viii) the Limited Liability Company Agreement of AIMCO LLC, dated August 5, 1999, as amended to date, (ix) certain resolutions of the Board of Directors of AIMCO-GP, Inc., a Delaware corporation and the general partner of AIMCO OP ("AIMCO-GP"), relating to the Acquisition Agreements and the Related Documents, (x) certain resolutions of the Board of Directors of AIMCO Holdings QRS, Inc., a Delaware corporation and the general partner of AIMCO Holdings, relating to certain Related Documents, (xi) certificates of good standing from the State of Delaware with respect to the Transferees, and (xii) the officer's certificate, attached hereto as Exhibit I (the "Officer's Certificate"). We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Transferees and such other documents, certificates and records as we have deemed necessary or appropriate as a basis for the opinions set forth herein.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such copies. In making our examination of documents executed by parties other than the Transferees, we have assumed that such parties had the power, corporate or other, to enter into and perform all obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and execution and delivery by such parties of such documents and the validity and binding effect thereof. As to any facts material to the opinions expressed herein that were not independently established or verified, we have relied upon oral or written statements and representations of officers and other representatives of the Transferees. The opinions set forth in paragraphs 1 and 2 below with respect to each Transferee being validly or legally existing and in good standing are based solely upon our review of certificates of the Secretary of State of the State of Delaware.

In basing the opinions set forth in this opinion on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the Transferees, no facts have come to our attention that would give us actual knowledge

or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters. The words "our knowledge," as used in this opinion, are intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing the Transferees in connection with the transactions contemplated by the Acquisition Agreements and the Related Documents.

We express no opinion as to the laws of any jurisdiction other than the Delaware Revised Uniform Limited Partnership Act (the "DRULPA") and the federal laws of the United States of America to the extent specifically referred to herein. With respect to matters governed or affected by the laws of the State of Maryland, we understand that you are relying on the opinion of Piper, Marbury, Rudnick & Wolfe LLP, Maryland counsel to the Transferees, and not on any opinion expressed herein.

Based upon and subject to the foregoing and to the other qualifications and limitations set forth herein, we are of the opinion that:

1. AIMCO OP and AIMCO Holdings are limited partnerships validly existing and in good standing under the laws of the State of Delaware.

2. AIMCO LLC is a limited liability company legally existing and in good standing under the laws of the State of Delaware.

3. AIMCO OP's Partnership Agreement constitutes a valid and binding obligation of AIMCO-GP, enforceable against AIMCO-GP in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditor's rights generally and by general principles of equity (regardless of whether enforcement is sought in equity or at law).

4. Each of AIMCO OP and AIMCO Holdings has the limited partnership power and limited partnership authority to execute and deliver the Acquisition Agreements and the Related Documents to which it is a party and to consummate the transactions contemplated thereby and to perform its obligations thereunder. The execution and delivery by AIMCO OP and AIMCO Holdings of each of the Acquisition Agreements and each of the Related Documents to which it is a party, and the consummation by it of the transactions contemplated thereby, have been duly authorized

by all requisite limited partnership action on the part of AIMCO OP and AIMCO Holdings. Each of the Acquisition Agreements and each of the Related Documents to which AIMCO OP and AIMCO Holdings is a party has been duly executed and delivered by AIMCO OP and AIMCO Holdings, as applicable.

5. AIMCO LLC has the limited liability company power and limited liability company authority to execute and deliver the Related Documents to which it is a party and to consummate the transactions contemplated thereby and to perform its obligations thereunder. The execution and delivery by AIMCO LLC of each of the Related Documents to which it is a party, and the consummation by it of the transactions contemplated thereby, have been duly authorized by all requisite company action on the part of AIMCO LLC. Each of the Related Documents to which AIMCO LLC is a party has been duly executed and delivered by AIMCO LLC.

6. The partnership common units of AIMCO OP (the "Common OP Units") and the partnership preferred units of AIMCO OP (the "Preferred OP Units" and, together with the Common OP Units, the "OP Units") to be issued to the Transferor Parties in accordance with the Acquisition Agreements have been duly authorized for issuance by AIMCO OP, and, when issued, sold and delivered in accordance with the terms of the Acquisition Agreements against contribution of the consideration contemplated thereby, will be duly and validly issued.

7. The execution and delivery by each of the Transferees of the Acquisition Agreements and the Related Documents to which it is a party, and the performance by each of the Transferees of its respective obligations thereunder, each in accordance with its terms, do not conflict with such Transferee's agreement of limited partnership or limited liability company agreement, as applicable.

8. Assuming the accuracy of the representations and warranties of the Transferor Parties in Section 8.2 of the Acquisition Agreements, the offer, sale and delivery of the OP Units to the Transferor Parties in the manner contemplated by the Acquisition Agreements does not require registration under the Securities Act of 1933, as amended, it being understood that we express no opinion as to any subsequent resale of any OP Units.

9. Neither the execution, delivery or performance by the Transferees of the Acquisition Agreements or any of the Related Documents, nor the compliance by the

Transferees with the terms and provisions thereof will contravene any provisions of any Applicable Laws (as defined herein). For purposes of this opinion, the term "Applicable Laws" means the DRULPA and the laws of the United States of America which, in our experience, are normally applicable to transactions of the type contemplated by each of the Acquisition Agreements and the Related Documents.

10. No Governmental Approval (as hereinafter defined), which has not been obtained or taken and is not in full force and effect (to our knowledge without independent inquiry or investigation), is required to authorize or is required in connection with the execution, delivery or performance of the Acquisition Agreements or the Related Documents by the Transferees. "Governmental Approval" means any consent, approval, license, authorization or validation of, or filing, recording or registration with any executive, legislative, judicial, administrative or regulatory body of the United States of America or the State of Delaware (each a "Governmental Authority") pursuant to Applicable Laws.

This opinion is furnished solely for the benefit of those persons listed on Schedule A attached hereto in connection with the Closing contemplated by the Acquisition Agreements occurring today and is not to be used, circulated, quoted or otherwise referred to for any other purpose without our prior express written permission.

Very truly yours,

Skadden, Arps, Slate, Meagher & Flom LLP

SCHEDULE A

THE TRANSFEROR PARTIES

Regency Michigan Meadows Limited Partnership
Roy H. Lambert
David C. Eades
Regency Windsor Management, Inc.

SCHEDULE B

ACQUISITION AGREEMENTS

Regency Michigan Meadows Limited Partnership

1. Acquisition and Contribution Agreement and Joint Escrow Instructions, dated as of March 22, 1999, by and among AIMCO Properties, L.P., Roy H. Lambert, David C. Eades and Regency Windsor Management, Inc.

2. Reinstatement and Amendment to Acquisition and Contribution Agreement, dated September 29, 1999, by and among AIMCO Properties, L.P., Roy H. Lambert, David C. Eades and Regency Windsor Management, Inc.

3. That certain Letter Agreement, dated as of October 22, 1999, by and among AIMCO Properties, L.P., Roy H. Lambert, David C. Eades and Regency Windsor Management, Inc.

SCHEDULE C

RELATED DOCUMENTS

Regency Michigan Meadows Limited Partnership

1. Assignment of Partnership Interest and Withdrawal of Partner, dated as of December 29, 1999, by and between AIMCO Holdings, L.P. and Roy H. Lambert.

2. Assignment of Partnership Interest and Withdrawal of Partner, dated as of December 29, 1999, by and between AIMCO Holdings, L.P. and David C. Eades

3. Assignment of Partnership Interest and Withdrawal of Partner, dated as of December 29, 1999, by and between AIMCO Michigan Meadows, L.L.C. and Roy H. Lambert.

4. Assignment of Loan and Loan Documents, dated December 29, 1999, by and between David C. Eades and AIMCO Properties, L.P.

5. Cash Custodial Account Agreement, dated as of December 29, 1999, by and among the Regency General Partners, the limited partners of Regency Michigan Meadows Limited Partnership, listed on the signature page attached thereto, AIMCO Properties, L.P., and Stewart Title Guaranty Company.

6. OP Unit Custodial Account Agreement, dated as of December 29, 1999, by and among the Regency General Partners, the limited partners of Regency Michigan Meadows Limited Partnership, listed on the signature page attached thereto, AIMCO Properties, L.P., and Stewart Title Guaranty Company.

7. That certain Letter Agreement, dated as of March 22, 1999, by AIMCO Properties, L.P. regarding the Transferor Parties' rights to terminate the Acquisition Agreement in the event of certain price fluctuations.

8. That certain Letter Agreement, dated as of March 22, 1999, by AIMCO Properties, L.P. regarding the AIMCO Properties, L.P.'s future duties regarding the continuation of the partnership.

9. That certain Letter Agreement, dated as of March 22, 1999, by AIMCO Properties, L.P. regarding the modification of specific terms and provisions of AIMCO Properties, L.P.'s Partnership Agreement as it relates to the OP Units.

10. Acknowledgment and Acceptance of Admission of Limited Partner, dated December 29, 1999 by and among AIMCO Properties, L.P. and the investors identified on the signature pages attached thereto.

11. The Release executed on December 29, 1999, by Regency Michigan Meadows Limited Partnership in favor of the persons identified on Schedule 1 thereto.

12. Indemnification Agreement (Manager), dated as of December 29, 1999, by Regency Michigan Meadows Limited Partnership in favor of Regency Windsor Management, Inc. and other "Indemnified Parties" defined therein.

13. Indemnification Agreement (GP), dated as of December 29, 1999, by Regency Michigan Meadows Limited Partnership in favor of Roy H. Lambert, David C. Eades and other "Indemnified Parties" defined therein.

14. The Ninth Amendment to the Agreement of Limited Partnership of AIMCO Properties, L.P. dated as of December 21, 1999.

EXHIBIT I

OFFICER'S CERTIFICATE

I, Joel F. Bonder, am the General Counsel and Secretary of AIMCO-GP, Inc., a Delaware corporation ("AIMCO-GP"), which is the sole general partner of AIMCO Properties, L.P., a Delaware limited partnership ("AIMCO OP"), and I am also the General Counsel and Secretary of AIMCO Holdings QRS, Inc., a Delaware corporation ("AIMCO-QRS"), which is the sole general partner of AIMCO Holdings, L.P., a Delaware limited partnership ("AIMCO Holdings"), and hereby certify that:

1. I am familiar with the business of AIMCO OP and AIMCO Holdings.

2. AIMCO-GP is the sole general partner of AIMCO OP.

3. AIMCO OP is the sole member of the limited liability companies (collectively, the "LLC's") listed on Schedule 1 of the resolutions of the Board of Directors of AIMCO-GP attached hereto on Annex A.

4. AIMCO Holdings is the sole general partner of the limited partnerships (collectively, the "LPs") listed on Schedule 1 of the resolutions of the Board of Directors of AIMCO-QRS attached hereto on Annex B.

5. To my knowledge, no proceedings have been commenced for the dissolution of AIMCO OP, AIMCO Holdings, the LLC's or the LP's.

6. A true and correct copy of the Third Amended and Restated Agreement of Limited Partnership of AIMCO OP, dated as of July 29, 1994, as amended to date, has previously been provided to Skadden, Arps, Slate, Meagher & Flom LLP, and such agreement, as so amended, is in full force and effect.

7. A true and correct copy of the Limited Partnership Agreement of AIMCO Holdings, dated as of September 15, 1995, as amended to date, has previously been provided to Skadden, Arps, Slate, Meagher & Flom LLP, and such agreement, as so amended, is in full force and effect.

8. True and correct copies of the limited liability company agreements of the LLCs, dated August 5, 1999, as amended to date, have previously been provided to Skadden, Arps, Slate, Meagher & Flom LLP, and such agreements, as so amended, are in full force and effect.

9. True and correct copies of the limited partnership agreements of the LPs, dated October 28, 1999, as amended to date, have previously been provided to Skadden, Arps, Slate, Meagher & Flom LLP, and such agreements, as so amended, are in full force and effect.

10. A true and correct copy of the resolutions relating to the Acquisition Agreements and the Related Documents (as defined therein) (and all amendments or modifications thereto) of the Board of Directors of AIMCO-GP has been provided to Skadden, Arps, Slate, Meagher & Flom LLP, such resolutions are in full force and effect and have not been modified in any respect, and the Board of Directors of AIMCO-GP has not taken any action that is not reflected in such resolutions. A true and correct copy of the resolutions (and all amendments or modifications thereto) of the Board of Directors of AIMCO-GP are attached hereto as Annex A.

11. A true and correct copy of the resolutions relating to the Related Documents (as defined therein) (and all amendments or modifications thereto) of the Board of Directors of AIMCO-QRS have been provided to Skadden, Arps, Slate, Meagher & Flom LLP, such resolutions are in full force and effect and have not been modified in any respect, and the Board of Directors of AIMCO-QRS has not taken any action that is not reflected in such resolutions. A true and correct copy of all resolutions (and all amendments or modifications thereto) of the Board of Directors of AIMCO-GP are attached hereto as Annex B.

Skadden, Arps, Slate, Meagher & Flom LLP is entitled to rely on this Officer's Certificate in connection with any opinion given by such firm.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate on behalf of AIMCO-GP and AIMCO-QRS as of the 27 day of December, 1999.

By: _____
Joel F. Bonder

Exhibit “W”
Release

RELEASE

This Release ("Release") is executed as of this 21 day of December, 1999 (the "Effective Date"), by Regency Michigan Meadows Limited Partnership, an Indiana partnership (the "Partnership") in favor of the persons identified on Schedule 1 attached hereto as the "Former General Partners", "Regency Limited Partner" and "Manager" and the other "Released Parties" (as hereinafter defined).

RECITALS

A. The Former General Partners, the Regency Limited Partner, the Manager and AIMCO Properties, L.P., a Delaware limited partnership (the "Transferee"), have entered into an Acquisition and Contribution Agreement and Joint Escrow Instructions, dated March 22, 1999 (as amended and reinstated, the "Contribution Agreement") relating to the Partnership. Capitalized terms used but not defined herein shall have the meanings set forth in the Contribution Agreement.

B. The Partnership was formed pursuant to the Partnership Agreement. The Partnership engaged the Manager to manage the Property pursuant to the Management Agreement. Concurrently herewith, and subject to the condition that this Release be delivered, the Former General Partners and the Regency Limited Partner are transferring their partnership interests in the Partnership, and the Manager is transferring all its right, title and interest in and to the Management Agreement, to the Transferee or its designee(s) pursuant to the Contribution Agreement. Upon such transfer, the Former General Partners shall be the former general partners of the Partnership, the Regency Limited Partner shall be a former limited partner of the Partnership and the Manager shall be the former manager of the Property.

C. The Partnership will benefit from the transfer of the partnership interests of the Former General Partners and the Regency Limited Partner to the Transferee or its designee(s) and from the transfer of the Manager's interest in the Management Agreement to the Transferee or its designee(s), in that the Transferee is an affiliate of Apartment Investment and Management Company, a large, publicly traded real estate investment trust, whose access to public capital markets and control over a large number of properties will provide to the Partnership the opportunity to benefit from advantageous financing rates, economies of scale and other operating efficiencies. In anticipation of these benefits, the Partnership desires to deliver this Release as a material inducement to the Former General Partners, Regency Limited Partner and Manager to transfer their interests to the Transferee or its designee(s) pursuant to the Contribution Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Partnership hereby agrees as follows:

1. Release. The Partnership, on behalf of itself and all partners in the Partnership (other than the Holding LPs) hereby releases and forever discharges each Former

General Partner, the Regency Limited Partner, the Manager and each of their respective parent, subsidiary and affiliated corporations and other entities, and each of their respective officers, directors, shareholders, partners, representatives, advisors, agents, employees and attorneys, and each of their respective heirs, executors and administrators, and all of the successors and assigns of the foregoing (collectively, the "Released Parties"), of and from any and all claims, debts, offsets, liabilities, indebtedness, demands, obligations, breaches of contract, acts, omissions, cause or causes of action, sums of money, accounts, compensations, contracts, controversies, promises, damages, losses, costs and expenses, of every type, kind, nature, character and description, and irrespective of how, why, or by reason of what facts ("Claims"), which either (a)(i) the Partnership now owns or holds, or at any time heretofore owned or held, or may hereafter own or hold, by reason of any matter, cause or thing whatsoever occurred, done, omitted or suffered to be done on or prior to the Effective Date, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, each as if fully set forth herein, (ii) relate to any acts or occurrences on or prior to the Effective Date, including, but not limited to, all claims of property damage, personal injury, consequential loss of existing, future or potential business and any other claims, and all rights of any insurer of the Partnership to assert claims against any of the Released Parties and (iii) in any way arise out of or are connected with or relate to, directly or indirectly, the Partnership, the Partnership Agreement, the Management Agreement, any loans or other advances made to the Partnership, or the Property or (b) arise after the Effective Date and arise out of or relate to any obligations of the Released Parties under or with respect to the Partnership Agreement, the Management Agreement or any loans or advances which were made to the Partnership and assigned to the Transferee or its designee(s) pursuant to the Contribution Agreement. Notwithstanding anything to the contrary contained herein, the foregoing release shall not (i) apply to the extent that any such Claims results from any fraud, theft or other willful malfeasance or willful misappropriation of Partnership assets by any of the Former General Partners, the Regency Limited Partner, the Manager or the other Released Parties, respectively, (ii) affect the ability of any Limited Partner of the Partnership (as constituted after the Closing), other than the Transferee and its affiliates or their predecessors in interest, from pursuing any Claim it may have against any of the Former General Partners, the Regency Limited Partner, the Manager or the other Released Parties (which it has not separately released), or (iii) apply to any claim made in accordance with and pursuant to the Contribution Agreement or any document delivered in connection with the Contribution Agreement.

2. Further Provisions Regarding Releases.

(a) It is further agreed, covenanted and warranted by the Partnership that the claims released above shall not be limited to matters known or disclosed, and the Partnership hereby waives all rights and benefits conferred upon it by the provisions of any federal or state statutes or decisional authorities to the effect that a general release does not extend to claims which are not known or suspected to exist at the time the release is executed. In waiving these rights and benefits, the Partnership acknowledges that it may hereafter discover facts, in addition to or different from those which it now believes to be true, and it may incur or suffer loss, damage or injuries as a result of the discovery or existence of any such additional facts, but agrees that it has taken that possibility into account and that the releases hereby given shall be and remain in effect as a full and complete release of the matters described hereinabove, notwithstanding the discovery or existence of any such additional or different facts. The

Partnership expressly assumes the risk described herein and the releases contained herein shall apply to all unknown or unanticipated results, as well as those known and anticipated.

(b) The Partnership further understands and agrees that this Release shall not be deemed or construed as an admission of any liability by any individual or entity.

3. Integration. This Release contains the entire agreement between the parties relating to the matters contained herein, and expressly supersedes any and all previous agreements or understandings, oral or written, between the parties. This Release cannot be altered or amended except by a writing duly executed by the parties hereto.

4. Governing Law. This Release shall be governed by and construed in accordance with the laws of the state where the Property is located, without regard to conflicts or choice of law.

5. Attorneys' Fees. In any action brought to enforce any rights or remedies under this Release, the prevailing party shall be entitled to all reasonable attorneys' fees and all costs, expenses and disbursements in connection with such action.

PARTNERSHIP:

REGENCY MICHIGAN MEADOWS LIMITED PARTNERSHIP, an Indiana limited partnership

By: AIMCO Holdings, L.P.,
a Delaware limited partnership,
its general partner

By: AIMCO Holdings QRS, Inc.,
a Delaware corporation,
its general partner

By: _____
Name: Peter K. Kompaniez
Title: President

Schedule 1 To Release

"Former General Partners" shall collectively mean Roy H. Lambert and David C. Eades.

"Regency Limited Partner" shall mean Roy H. Lambert.

"Manager" shall mean Regency Windsor Management, Inc., an Illinois corporation.